FEDERAL REGISTER

VOLUME 7 NUMBER 106

Washington, Saturday, May 30, 1942

The President

EXECUTIVE ORDER 9175

AMENDMENT OF SECTION 23 OF THE REGULATIONS GOVERNING HIGHWAYS, VEHICLES, AND VEHICULAR TRAFFIC IN THE CANAL ZONE

By virtue of the authority vested in me by section 321 of title 2 of the Canal Zone Code, it is ordered as follows:

1. Paragraph (c) of section 23 of Executive Order No. 7242 of December 6, 1935, prescribing regulations governing highways, vehicles, and vehicular traffic in the Canal Zone, is hereby amended to read as follows:

(c) *Commercial licenses:* For the fiscal year for which issued or renewed, unless revoked or suspended for cause, or lost or defaced.

2. The licenses of operators of commercial motor vehicles issued or renewed for the calendar year 1942 shall continue in force until the close of the fiscal year ending June 30, 1943, unless revoked or suspended for cause, or lost or defaced.

FRANKLIN D ROOSEVELT

THE WHITE HOUSE,
May 28, 1942.

[F. R. Doc. 42-5000; Filed, May 29, 1942; 10:19 a. m.]

Regulations

TITLE 7—AGRICULTURE

Chapter I—Agricultural Marketing Administration

PART 26—GRAIN STANDARDS

SUBPART—OFFICIAL GRAIN STANDARDS OF THE UNITED STATES FOR SOYBEANS

By virtue of the authority vested in the Secretary of Agriculture by the United States Grain Standards Act (39 Stat. 482, as amended; 7 U.S.C. 1940 ed. 71-87) the following amendment to Title 7, Chapter I, Part 26, Code of Federal Regulations as amended and as printed in the FEDERAL REGISTER of June 3, 1941 is promulgated, to become effective on September 1, 1942:

Section 26.610 [1] (c) is amended to read:

§ 26.610 *Grade factors; definitions.*
* * *

(c) *Percentage of moisture.* Percentage of moisture shall be that ascertained by the air oven and the method of use thereof described in Service and Regulatory Announcements No. 147 of the Agricultural Marketing Service of the United States Department of Agriculture, or ascertained by any device and method which give equivalent results.

Done at Washington, D. C., this 29th day of May 1942. Witness my hand and the seal of the Department of Agriculture.

[SEAL] GROVER B. HILL,
Assistant Secretary of Agriculture.

[F. R. Doc. 42-5006; Filed, May 29, 1942; 10:56 a. m.]

TITLE 8—ALIENS AND NATIONALITY

Chapter II—Office of the Alien Property Custodian

PART 502—VESTING ORDERS

[Vesting Order Number 12]

VESTING OF BONDS OF CRESCENT CITY LAUNDRIES, INC., (A MAINE CORPORATION), OWNED BY DR. ALDO CASTELLANI

§ 502.12 *Vesting Order No. 12.* Under the authority of sec. 5 (b) of the Trading with the Enemy Act of October 6, 1917 (50 U.S.C.A. App. sec. 5 (b)), as amended by sec. 301 of the First War Powers Act, 1941 (Pub. Law 354, 77th Cong., 1st sess.), and pursuant to Executive Order 9095, March 11, 1942, the undersigned, finding upon investigation that the following described property is the property of Dr. Aldo Castellani, a national of a foreign country designated in Executive Order No. 8389, as amended,[2] as defined therein, and that the action herein taken is in the public interest, hereby directs that such

[1] 6 F.R. 2676.
[2] 5 F.R. 1400; 6 F.R. 2897, 3715, 6348, 6785.

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FEDERAL REGISTER

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property including any and all interest therein shall be and the same hereby is vested in the Alien Property Custodian, to be held, used, administered, liquidated, sold, or otherwise dealt with in the interest of and for the benefit of the United States:

$22,000 Crescent City Laundries, Inc. (formerly Laundry and Dry Cleaning Service, Inc.), First Mortgage 7 percent Serial Gold Bonds due April 1, 1989 Nos. 1729, 1930, 1784 to 1791, inc., 1858 to 1867, inc., 1918, 1919 for $1,000 each, with April 1, 1933 and subsequent coupons attached.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return or compensation should be made.

Any person not a national of a foreign country designated in Executive Order No. 8389, as amended, claiming any interest in any or all of such property and/or any person asserting any claim as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form No. APC–1 within one year from the date of this order, or within such further time as may be allowed by the Alien Property Custodian. (E.O. 9095, 7 F.R. 1971)

This order shall be published in the FEDERAL REGISTER.

Executed at Washington, D. C. on May 27th, 1942.

LEO T. CROWLEY,
Alien Property Custodian.

[F. R. Doc. 42–4980; Filed, May 28, 1942; 12:32 p. m.]

TITLE 14—CIVIL AVIATION

Chapter I—Civil Aeronautics Board

[Amendment 01–2, Civil Air Regulations]

PART 01—AIRWORTHINESS CERTIFICATES

LOG-BOOKS FOR REBUILT AIRCRAFT ENGINES

At a session of the Civil Aeronautics Board held at its office in Washington, D. C., on the 27th day of May, 1942.

Acting pursuant to sections 205 (a), 601 and 603 of the Civil Aeronautics Act of 1938, as amended, the Civil Aeronautics Board amends the Civil Air Regulations as follows:

Effective May 27, 1942, Part 01 of the Civil Air Regulations is amended as follows:

By adding a new § 01.270 to read as follows:

§ 01.270 *Log-books for rebuilt aircraft engines.* A new aircraft engine log-book may be used for an aircraft engine rebuilt by the manufacturer. Such log-book shall contain a signed statement, by such manufacturer or his authorized representative, setting forth the date the engine was rebuilt and such other information as the Administrator may deem necessary. Such log-book shall be maintained in accordance with § 01.27, except that the operating history of the engine prior to the date it was rebuilt shall not be required.

By the Civil Aeronautics Board.

[SEAL] DARWIN CHARLES BROWN,
Secretary.

[F. R. Doc. 42–4999; Filed, May 29, 1942; 10:08 a. m.]

[Amendment 20–47, Civil Air Regulations]

PART 20—PILOT CERTIFICATES

LIMITED COMMERCIAL PILOT CERTIFICATES

At a session of the Civil Aeronautics Board held at its office in Washington, D. C., on the 22nd day of May, 1942.

Acting pursuant to sections 205 (a), 601 and 602 (a) of the Civil Aeronautics Act of 1938, as amended, the Civil Aeronautics Board amends the Civil Air Regulations as follows:

Effective May 22, 1942, Part 20 of the Civil Air Regulations is amended as follows:

1. By striking § 20.56 (c) and renumbering §§ 20.56 (d) and 20.56 (e) to read "20.56 (c)" and "20.56 (d)" respectively.

2. By striking the words ", limited commercial" as they appear in §§ 20.60 (b), 20.60 (c) and 20.60 (d).

3. By striking § 20.613 and inserting in lieu thereof the following:

§ 20.613 (*Unassigned.*)

By the Civil Aeronautics Board.

[SEAL] DARWIN CHARLES BROWN, *Secretary.*

[F. R. Doc. 42-4998; Filed, May 29, 1942; 10:08 a. m.]

TITLE 16—COMMERCIAL PRACTICES

Chapter I—Federal Trade Commission

[Docket No. 3507]

PART 3—DIGEST OF CEASE AND DESIST ORDERS

IN THE MATTER OF MODEL HOME SUPPLY COMPANY

§ 3.99 (b) *Using or selling lottery devices—In merchandising.* In connection with offer, etc., in commerce, of jewelry, cosmetics, clothing, bedding, and various other articles of merchandise, and among other things, as in order set forth, (1) selling, etc., any merchandise so packed and assembled that sales of such merchandise to the public are to be made, or may be made, by means of a game of chance, gift enterprise or lottery scheme; (2) supplying, etc., others with push or pull cards, punch boards or other lottery devices, either with assortments of merchandise or separately, which said push or pull cards, punch boards or other lottery devices are to be used, or may be used, in selling or distributing any merchandise to the public; and (3) selling, etc., any merchandise by means of a game of chance, gift enterprise or lottery scheme; prohibited. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., Sup. IV, sec. 45b) [Cease and desist order, Model Home Supply Company, Docket 3507, May 25, 1942]

§ 3.6 (i) *Advertising falsely or misleadingly—Free goods or service:* § 3.6 (ee) *Advertising falsely or misleadingly—Terms and conditions:* § 3.72 (e) *Offering deceptive inducements to purchase—Free goods:* § 3.72 (n 10) *Offering deceptive inducements to purchase—Terms and conditions:* § 3.80 (i) *Securing agents or representatives falsely or misleadingly—Terms and conditions.* In connection with offer, etc., in commerce, of jewelry, cosmetics, clothing, bedding, and various other articles of merchandise and among other things, as in order set forth, (1) representing, by means of circulars, advertising matter, or by any other means, that merchandise is given by the respondents to their representatives free, or without cost; and (2) representing by means of circulars and advertising matter, or by any other means, that all shipping charges are paid by respondents; prohibited. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., Supp. IV, sec. 45b) [Cease and desist order, Model Home Supply Company, Docket 3507, May 25, 1942]

In the Matter of Hyman Langsam and Abraham Langsam, Individually and as Copartners Trading Under the Firm Name and Style, Model Home Supply Company

At a regular session of the Federal Trade Commission held at its office in the City of Washington, D. C., on the 25th day of May, A. D. 1942.

This proceeding having been heard by the Federal Trade Commission upon the complaint of the Commission, the answer of respondent Abraham Langsam, testimony and other evidence taken before duly appointed trial examiners of the Commission designated by it to serve in this proceeding, the reports of the trial examiners and exceptions thereto, and brief in support of the complaint: And the Commission having made its findings as to the facts and its conclusion that respondents have violated the provisions of the Federal Trade Commission Act:

It is ordered, That the respondents, Hyman Langsam and Abraham Langsam, individually and as copartners trading under the firm name and style of Modern Home Supply Company, or under any other name or designation, directly or through any corporate or other device, in connection with the offering for sale, sale and distribution of jewelry, cosmetics, clothing, bedding, kitchen ware, clocks, watches, electrical appliances, razors, china ware, silver ware, or any other article of merchandise in commerce as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

(1) Selling or distributing any merchandise so packed and assembled that sales of such merchandise to the public are to be made, or may be made, by means of a game of chance, gift enterprise or lottery scheme;

(2) Supply to, or placing in the hands of others, push or pull cards, punch boards or other lottery devices, either with assortments of merchandise or separately, which said push or pull cards, punch boards or other lottery devices are to be used, or may be used, in selling or distributing any merchandise to the public;

(3) Selling or otherwise disposing of any merchandise by means of a game of chance, gift enterprise or lottery scheme;

(4) Representing, by means of circulars, advertising matter, or by any other means, that merchandise is given by the respondent to their representatives free, or without cost;

(5) Representing by means of circulars and advertising matter, or by any other means, that all shipping charges are paid by respondents.

It is further ordered, That respondents shall within sixty (60) days after service upon them of this order, file with the Commission, a report in writing setting forth in detail the manner and form in which they have complied with this order.

By the Commission.

[SEAL] OTIS B. JOHNSON, *Secretary.*

[F. R. Doc. 42-5008; Filed, May 29, 1942; 11:11 a. m.]

[Docket No. 4207]

PART 3—DIGEST OF CEASE AND DESIST ORDER

IN THE MATTER OF BIGELOW-SANFORD CARPET COMPANY, INC.

§ 3.6 (n) *Advertising falsely or misleadingly—Nature—Product:* § 3.6 (cc) *Advertising falsely or misleadingly—Source or origin—Place—Domestic product as imported:* § 3.66 (d) *Misbranding or mislabeling—Nature:* § 3.66 (k) *Misbranding or mislabeling—Source or origin—Place—Domestic product as imported:* § 3.69 (b) *Misrepresenting oneself and goods—Goods—Nature:* § 3.69 (b) *Misrepresenting oneself and goods—Goods—Source or origin—Place—Domestic product as imported:* § 3.96 (a) *Using misleading name—Goods—Nature:* § 3.96 (a) *Using misleading name—Goods—Source or origin—Place—Domestic product as imported.* In connection with offer, etc., in commerce, of rugs or carpets, and among other things, as in order set forth, using the word "Persiamar", or "Kashamar", or any other word or name indicative of the Orient, to mark, designate, describe or refer to rugs not made in the Orient and which do not possess all the essential characteristics and structure of the type of Oriental rug which they purport to be; prohibited. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., Sup. IV, sec. 45b) [Cease and desist order, Bigelow-Sanford Carpet Company, Inc., Docket 4207, May 26, 1942]

§ 3.6 (m 10) *Advertising falsely or misleadingly—Manufacture or preparation:* § 3.6 (n) *Advertising falsely or misleadingly—Nature—Product:* § 3.55 *Furnishing means and instrumentalities of misrepresentation or deception:* § 3.66 (c 20) *Misbranding or mislabeling—Manufacture:* § 3.66 (d) *Misbranding or mislabeling—Nature.* In connection with offer, etc., in commerce, of rugs or carpets, and among other things, as in order set forth, (1) representing by the use of the words "true copies", "perfect copies", or "reproductions", or by the use of any similar words which import that the rug to which such words are applied is a replica or duplicate of an original Oriental rug; (2) representing in any manner that the rugs manufactured and sold by it are true copies of museum Oriental rugs, or that they are reproductions of Oriental rugs; and (3) furnishing dealers buying its rugs with advertising copy intended to be inserted by such dealers in newspapers and other publications of general circulation, which contain one or more of the following statements with reference to respondent's rugs: True copies of Sarouks, Kirmans and Persians; Perfect copies of collectors' Orientals; Oriental rugs re-

produced by those clever Bigelow weavers; True copies of museum Orientals; Amazing reproductions from the original Orientals; prohibited. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., Sup. IV, sec. 45b) [Cease and desist order, Bigelow-Sanford Carpet Company, Inc., Docket 4207, May 26, 1942]

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 26th day of May, A. D. 1942.

This proceeding having been heard by the Federal Trade Commission upon the complaint of the Commission, the answer of the respondent, a stipulation as to the facts entered into between the attorney for the Commission and attorneys for the respondent which was approved by the Commission, and briefs in support of the complaint and in opposition thereto; and the Commission having made its findings as to the facts and its conclusion that respondent has violated the provisions of the Federal Trade Commission Act:

It is ordered, That the respondent, Bigelow-Sanford Carpet Company, Inc., a corporation, its officers, directors, representatives, agents and employees, jointly or severally, directly or through any corporate or other device, in connection with the offering for sale, sale and distribution of rugs or carpets in commerce as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from—

(1) Using the word "Persiamar", or "Kashamar", or any other word or name indicative of the Orient, to mark, designate, describe or refer to rugs not made in the Orient and which do not possess all the essential characteristics and structure of the type of Oriental rug which they purport to be;

(2) Representing by the use of the words "true copies", "perfect copies", or "reproductions", or by the use of any similar words which import that the rug to which such words are applied is a replica or duplicate of an original Oriental rug;

(3) Representing in any manner that the rugs manufactured and sold by it are true copies of museum Oriental rugs, or that they are reproductions of Oriental rugs;

(4) Furnishing dealers buying its rugs with advertising copy intended to be inserted by such dealers in newspapers and other publications of general circulation, which contain one or more of the following statements with reference to respondent's rugs:

True copies of Sarouks, Kirmans and Persians;

Perfect copies of collectors' Orientals;

Oriental rugs reproduced by those clever Bigelow weavers;

True copies of museum Orientals;

Amazing reproductions from the original Orientals.

It is further ordered, That the respondent shall, within sixty (60) days after service upon it of this order, file with the Commission a report in writing, setting forth in detail the manner and form in which it has complied with this order.

By the Commission.

[SEAL] OTIS B. JOHNSON, *Secretary.*

[F. R. Doc. 42-5009; Filed, May 29, 1942; 11:11 a. m.]

TITLE 30—MINERAL RESOURCES

Chapter III—Bituminous Coal Division

[Docket No. A-1399]

PART 322—MINIMUM PRICE SCHEDULE, DISTRICT NO. 2

RELIEF GRANTED

Order granting temporary relief and conditionally providing for final relief in the matter of the petition of District Board No. 2 for the establishment of price classifications and minimum prices for the coals of certain mines in District No. 2.

An original petition, pursuant to section 4 II (d) of the Bituminous Coal Act of 1937, having been duly filed with this Division by the above-named party, requesting the establishment, both temporary and permanent, of price classifications and minimum prices for the coals of certain mines in District No. 2; and

It appearing that minimum prices were established for the coals of the Becks Mine of Willard R. Beck, Sr., in Price Schedule No. 1 for District No. 1 For Truck Shipments, with Mine Index No. 1061 as it then appeared that this mine was located in District No. 1, and it appearing that this mine is, in fact, located in District No. 2, and that the said minimum prices should be revoked, and that price classifications and minimum prices should be established for the coals of this mine as located in District No. 2 with Mine Index No. 2381 for all shipments except truck and for truck shipments, as requested by the original petition herein; and

It further appearing that a reasonable showing of necessity has been made for the granting of temporary relief in the manner hereinafter set forth; and

No petitions of intervention having been filed with the Division in the above-entitled matter; and

The following action being deemed necessary in order to effectuate the purposes of the Act;

Now, therefore, it is ordered, That the Schedule of Effective Minimum Prices for District No. 1 For Truck Shipments be, and it hereby is, amended by deleting therefrom the minimum prices established for the coals of the Becks Mine, Mine Index No. 1061, of Willard R. Beck, Sr.

It is further ordered, That, pending final disposition of the above-entitled matter, temporary relief is granted as follows: Commencing forthwith, § 322.7 (*Alphabetical list of code members*) is amended by adding thereto Supplement R-I, § 322.9 (*Special prices*—(c) *Railroad fuel*) is amended by adding thereto Supplement R-II, and § 322.23 (*General prices*) is amended by adding thereto Supplement T, which supplements are hereinafter set forth and hereby made a part hereof.

It is further ordered, That pleadings in opposition to the original petition in the above-entitled matter and applications to stay, terminate or modify the temporary relief herein granted may be filed with the Division within forty-five (45) days from the date of this Order, pursuant to the Rules and Regulations Governing Practice and Procedure before the Bituminous Coal Division in Proceedings Instituted Pursuant to section 4 II (d) of the Bituminous Coal Act of 1937.

And it is further ordered, That the relief herein granted shall become final sixty (60) days from the date of this Order, unless it shall otherwise be ordered.

No relief is granted herein as to coals of Mine Index Nos. 1200 and 2100 of Joseph E. Gross (Beacon Fuel Co.) for the reasons set forth in an Order severing that portion of Docket No. A-1399 which relates to them and designating it as A-1399 Part II, granting, in part, temporary relief, and scheduling a hearing therein.

Dated: May 1, 1942.

[SEAL] DAN H. WHEELER, *Acting Director.*

NOTE: The material contained in these supplements is to be read in the light of the classifications, prices, instructions, exceptions and other provisions contained in Part 322, Minimum Price Schedule for District No. 2 and supplements thereto.

FOR ALL SHIPMENTS EXCEPT TRUCK

§ 322.7 *Alphabetical list of code members*—Supplement R–I

[Alphabetical listing of code members having railway loading facilities, showing price classification by size group numbers]

Mine index No.	Code member	Mine name	Seam	Sub-district No.	Shipping point	Railroad	Freight origin group No.	Size group Nos.														
								1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
2381	Beck, Willard R., Sr.	Becks	U. Freeport	2	Vandergrift, Pa.	PRR	79	F	F	E	E	E	E	F	F	F	(†)	(†)	(†)	(†)	(†)	(†)	(†)
2168	Harbaugh, J. C.	Betty	Redstone	4	Arona, Pa.	PRR	115	G	G	G	G	G	G	G	G	G	(†)	(†)	(†)	(†)	(†)	(†)	(†)
2285	Jacobs, S. Isaac	Bowood Strip	Pittsburgh	3	Newcomer, Pa.	PRR	114	(†)	(†)	(†)	(†)	(†)	D	D	D	(†)	(†)	(†)	(†)	(†)	(†)	(†)	(†)
1440	Reynolds, Howard	Gress Farm	Pittsburgh	7	Houston, Pa.	PRR	74	G	G	F	F	F	F	F	F	F	(†)	(†)	(†)	(†)	(†)	(†)	(†)
1393	Sager, J. L. (J. L. Sager Coal Co.)	Sager	Pittsburgh	9	Smithton, Pa.	B&O	83	D	D	C	C	C	C	C	C	C	(†)	(†)	(†)	(†)	C	E	E
3046	Sloan Coal Co. (James P. Sloan)	Sloan	Sewickley	3	Fairchance, Pa.	PRR	31	J	J	H	H	H	H	H	H	H	(†)	(†)	(†)	(†)	(†)	(†)	(†)
2367	Tuck & Miller	Tuck & Miller #2 (Strip).	Freeport	1	Queens Jct., Pa.	WA	21	F	F	E	E	E	E	F	F	F	(†)	(†)	(†)	(†)	(†)	(†)	(†)
2378	Weinberg, Hyman	Weinberg #2 (Strip)	U. Freeport	4	Youngwood, Pa.	PRR	70	F	F	E	E	E	E	F	F	F	(†)	(†)	(†)	(†)	(†)	(†)	(†)
2380	Wynn Coal & Coke Co. (Martin W. Ruane).	Persely Strip	Sewickley	3	Wynn, Pa.	PRR	31	J	J	H	H	H	H	H	H	H	(†)	(†)	(†)	(†)	(†)	(†)	(†)
357	Whitsett, R. C.	Raccoon (Strip)	Pittsburgh	7	East Liverpool	Ohio River	----------	L	L	J	J	J	J	K	K	K	(†)	(†)	(†)	(†)	(†)	(†)	(†)

†Denotes no classification for this size group effective.

§ 322.9 *Special prices*—(c) *Railroad fuel*—Supplement R–II. In § 322.9 (c) in Minimum Price Schedule add the mine index numbers in groups shown. Group No. 1: 1393, 2381; Group No. 2: 1440; Group No. 5: 2168; Group No. 6: 2285; Group No. 8: 2380, 3046; Group No. 12: 2367; Group No. 14: 2378.

FOR TRUCK SHIPMENTS

§ 322.23 *General prices*—Supplement T

[Prices in cents per net ton for shipment into all market areas]

Code member index	Mine Index No.	Mine	Seam	Base sizes										
				Lump over 4"	Lump 4"	Lump 3"	Lump 2"	Egg 2" x 4"	Stove 1" x 4"	Pea ¾" x 1¼"	Run of mine	2" N/S	1¼" slack	¾" slack
				1	2	3	4	5	6	7	8	9	10	11
ALLEGHENY COUNTY														
Rothey, A. G.	2376	A. G. Rothey	Pittsburgh	295	285	275	250	225	225	220	220	195	185	180
ARMSTRONG COUNTY														
Beck, Willard R., Sr.	2381	Becks	U. Freeport	275	265	255	235	225	220	215	215	195	185	175
BUTLER COUNTY														
Tuck & Miller	2367	Tuck & Miller #2 (Strip).	Freeport	290	280	270	265	255	245	230	220	190	180	160
FAYETTE COUNTY														
Wynn Coal & Coke Co. (Martin W. Ruane).	2380	Perseley Strip	Sewickley	275	265	255	240	220	210	210	210	195	190	175
WESTMORELAND COUNTY														
Sosinski, Joseph	2377	Sosinski	Pittsburgh	280	270	260	245	240	230	210	215	195	185	175
Weinberg, Hyman	2378	Weinberg #2 (Strip).	U. Freeport	265	255	245	230	225	215	195	200	180	170	160
Welch, Samuel G. and James B. Eutsey (Samuel G. Welch).	2379	Welch	Pittsburgh	280	270	260	245	240	230	210	215	195	185	175

[F. R. Doc. 42-4962; Filed, May 28, 1942; 11:28 a. m.]

[Docket No. A-1427]

PART 322—MINIMUM PRICE SCHEDULE, DISTRICT NO. 2

RELIEF GRANTED

Order granting temporary relief and conditionally providing for final relief in the matter of the petition of District Board No. 2 for the establishment of price classifications and minimum prices for the goals of certain mines in District No. 2.

An original petition, pursuant to section 4 II (d) of the Bituminous Coal Act of 1937, having been duly filed with this Division by the above-named party, requesting the establishment, both temporary and permanent, of price classifications and minimum prices for the coals of certain mines in District No. 2; and

It appearing that a reasonable showing of necessity has been made for the granting of temporary relief in the manner hereinafter set forth; and

No petitions of intervention having been filed with the Division in the above-entitled matter; and

The following acting being deemed necessary in order to effectuate the purposes of the Act;

It is ordered, That, pending final disposition of the above-entitled matter, temporary relief is granted as follows: Commencing forthwith, § 322.7 (*Alphabetical list of code members*) is amended by adding thereto Supplement R-I, § 322.9 (*Special prices*—(c) *Railroad fuel*) is amended by adding thereto Supplement R-II, and § 322.23 (*General prices*) is amended by adding thereto Supplement T, which supplements are hereinafter set forth and hereby made a part hereof.

It is further ordered, That pleadings in opposition to the original petition in the above-entitled matter and applications to stay, terminate or modify the temporary relief herein granted may be filed with the Division within forty-five (45) days from the date of this Order, pursuant to the Rules and Regulations Governing Practice and Procedure before the Bituminous Coal Division in Proceedings Instituted Pursuant to section 4 II (d) of the Bituminous Coal Act of 1937.

It is further ordered, That the relief herein granted shall become final sixty (60) days from the date of this Order, unless it shall otherwise be ordered.

Dated: May 9, 1942.

[SEAL] DAN H. WHEELER, *Acting Director.*

TEMPORARY AND CONDITIONALLY FINAL EFFECTIVE MINIMUM PRICES FOR DISTRICT NO. 2

NOTE: The material contained in these supplements is to be read in the light of the classifications, prices, instructions, exceptions and other provisions contained in Part 322, Minimum Price Schedule for District No. 2 and supplements thereto.

FOR ALL SHIPMENTS EXCEPT TRUCK

§ 322.7 *Alphabetical list of code members*—Supplement R-I

[Alphabetical listing of code members having railway loading facilities, showing price classification by size group numbers]

Mine index No.	Code member	Mine name	Seam	Sub-district No.	Shipping point	Railroad	Freight origin group No.	Size group Nos.														
								1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
2384	Bowie Coal Co. (R. R. Bowie)	Riddle (Strip)	Brookville	1	Grove City, Pa.	B&LE	20	J	J	H	H	H	H	J	J	J	(†)	(†)	(†)	(†)	(†)	(†)	(†)
2386	Frazee, E. O. (Pt. Marion Coal Co.)	Pt. Marion	Pittsburgh	3	Pt. Marion, Pa.	B&O	80	F	F	E	E	E	E	E	E	E	(†)	(†)	(†)	(†)	(†)	(†)	(†)
2387	Grandy, Roger L.	Twilight (Strip)	Pittsburgh	9	Allenport, Pa.	PRR	74	G	G	F	F	H	H	H	H	H	(†)	(†)	(†)	(†)	(†)	(†)	(†)
480	Koballa, Andrew J.	Koballa	U. Freeport	3	Connellsville, Pa.	PRR	31	(†)	(†)	(†)	(†)	(†)	E	(†)	(†)	(†)	(†)	(†)	(†)	(†)	C	C	C
2296	Poole, E. Z. & Frances Jones Poole (E. Z. Poole).	Poole #2	Pittsburgh	9	Wyano, Pa.	PRR	74	(*)	(*)	(*)	(*)	(*)	E	(*)	(*)	(*)	(†)	(†)	(†)	(†)	C	C	C
2382	Provance, John W.	Provance #2	Pittsburgh	3	Martin, Pa.	Monon	30	(†)	(†)	(†)	(†)	(†)	E	E	E	(†)	(†)	(†)	(†)	(†)	(†)	(†)	(†)
2385	Tri-County Fuel Co.	Farren #2 (Strip)	Brookville	1	Mahood, Pa.	WA	21	G	G	G	G	G	F	G	G	G	(†)	(†)	(†)	(†)	(†)	(†)	(†)

*Indicates coal in this Size Group previously classified.
†Indicates no classifications and prices effective in this Size Group.

§ 322.9 *Special prices*—(c) *Railroad fuel*—Supplement R–II. In § 322.9 (c) in Minimum Price Schedule, add the mine index numbers in groups shown. Group No. 2: 2387; Group No. 6: 480; Group No. 7: 2382, 2386; Group No. 12: 2385; Group No. 15: 2384.

FOR TRUCK SHIPMENTS

§ 322.23 *General prices*—Supplement T

[Prices in cents per net ton for shipment into all market areas]

Code member index	Mine Index No.	Mine	Seam	Base sizes										
				Lump over 4"	Lump 4"	Lump 3"	Lump 2"	Egg 2" x 4"	Stove 1" x 1¼"	Pea ¾" x 1¼"	Run of mine	2" N/S	1¼" slack	¾" slack
				1	2	3	4	5	6	7	8	9	10	11
ALLEGHENY COUNTY														
Griffiths, Joe	2366	Joe Griffiths	Pittsburgh	295	285	275	250	225	225	220	220	195	185	180
BUTLER COUNTY														
Tri-County Fuel Co	2385	Farren #2 (strip)	Brookville	325	305	285	265	260	245	245	230	190	180	170
FAYETTE COUNTY														
Provance, John W	2382	Provance #2	Pittsburgh	290	280	270	250	230	220	215	220	205	200	175
Frazee, E. O. (Pt. Marion Coal Co.)	2386	Pt. Marion	Pittsburgh	290	280	270	250	230	220	215	220	205	200	175
MERCER COUNTY														
Bowie Coal Co. (R. R. Bowie)	2384	Riddle (Strip)	Brookville	325	310	290	275	270	255	255	240	185	175	160
WASHINGTON COUNTY														
Grandy, Roger L	2387	Twilight (Strip)	Pittsburgh	295	285	275	250	240	225	210	225	190	175	170
WESTMORELAND COUNTY														
Treasure, Francis L	2228	Willyard (Strip)	Pittsburgh	275	265	255	235	225	220	215	215	195	185	175

[F. R. Doc. 42–4964; Filed, May 28, 1942; 11:28 a. m.]

[Docket No. A–1022, Part II]

PART 323—MINIMUM PRICE SCHEDULE, DISTRICT NO. 3

RELIEF GRANTED

Order approving and adopting proposed findings of fact and proposed conclusions of law of the examiner and granting permanent relief in part in the matter of the petition of District Board No. 3 for the establishment of price classifications and minimum prices for the coals of the Scotch Hill Mines Nos. 76 to 80, inclusive (Mine Index Nos. 296 to 300, inclusive), Scotch Hill Mines Nos. 85 to 92, inclusive (Mine Index Nos. 301 to 308, inclusive) of the Henry Clay Coal Mining Co., and Austen Mines Nos. 1 to 9, inclusive, (Mine Index Nos. 311 to 319, inclusive), Austen Mines Nos. 15 to 20, inclusive (Mine Index Nos. 320 to 325, inclusive), and Austen Mines Nos. 25 to 28, inclusive (Mine Index Nos. 325 to 329, inclusive), of the Upper Elk and Potomac Coal Corporation in District No. 3, pursuant to section 4 II (d) of the Bituminous Coal Act of 1937.

An original petition having been filed with the Bituminous Coal Division on August 21, 1941, by District Board No. 3 requesting the establishment of price classifications and minimum prices for certain mines in District 3, among which were the Scotch Hill Mines Nos. 76 to 80 and 85 to 92, inclusive, of the Henry Clay Coal Mining Company and the Austen Mines Nos. 1 to 9, 15 to 20, and 25 to 28, inclusive, of the Upper Elk and Potomac Coal Corporation, code members in District 3;

That portion of the petition dealing with the Scotch Hill Mines and the Austen Mines referred to above, having been severed from the original petition and designated Docket No. A–1022, Part II;

Temporary relief having been given by the establishment of the following classifications and prices for the mines of the Henry Clay Coal Mining Company and the Upper Elk and Potomac Coal Corporation:

Name of mine	Rail		Truck	
	Size group	Price classifications	Size group	Price
Henry Clay Coal Mining Co. Scotch Hill Mines Nos. 76 to 80, inclusive	1–10	"G"	1, 2, 3	$2.35
			4, 5	2.10
			6	2.00
			7	1.90
Henry Clay Nos. 85 to 92, inclusive	1–10	"D"	1, 2, 3	2.50
			4, 5	2.25
			6	2.15
			7	2.05
Upper Elk & Potomac Austen Nos. 1–9, inclusive	1–10	"J"	1, 2, 3	2.25
			4, 5	2.00
			6	1.90
			7	1.80
Austen Nos. 15 to 20, inclusive	1–10	"G"	1, 2, 3	2.35
			4, 5	2.10
			6	2.00
			7	1.90
Austen Nos. 25 to 28, inclusive	1–10	"D"	1, 2, 3	2.50
			4, 5	2.25
			6	2.15
			7	2.05

District Board No. 3 having filed a petition of intervention on October 16, 1941, and the Henry Clay Coal Mining Company and Upper Elk and Potomac Coal Corporation having filed petitions of intervention on September 18, 1941, praying that an order be issued establishing for the Scotch Hill Mines Nos. 85 to 92, inclusive, and Austen Mine Nos. 25 to 28, inclusive, the price classification of "J" in Size Group Nos. 1 to 10, inclusive, for shipment by rail and following price classifications for truck shipments:

Size groups	*Prices*
1, 2, 3	$2.25
4, 5	2.00
6	1.90
7	1.80

Pursuant to orders of the Director, and after notice to all interested parties, a hearing having been held in this matter on December 1–2, 1941, before Floyd McGown, a duly designated Examiner of the Bituminous Coal Division, at a hearing room of the Bituminous Coal Division in Washington, D. C., at which all interested persons were afforded an opportunity to be present, adduce evidence, cross-examine witnesses, and otherwise be heard;

The Henry Clay Coal Mining Company and the Upper Elk and Potomac Coal Corporation having filed a written motion on December 5, 1941, to amend their petition of intervention to conform to the evidence presented at the hearing;

The Examiner, Floyd McGown, having made and filed his Report, Proposed Findings of Fact, and Proposed Conclusions of Law, and Recommendation in this matter, dated February 27, 1942, recommending that the petition of District Board 3 be granted, that the petition of the intervenors Henry Clay Coal Mining Company and Upper Elk and Potomac Coal Corporation be denied, and that the amended petition of said intervenors be granted in part and denied in part;

An opportunity having been afforded to all parties to file exceptions thereto

and supporting briefs, and no such exceptions and supporting briefs having been filed;

The undersigned having determined the Proposed Findings of Fact and Proposed Conclusions of Law of the Examiner should be approved and adopted as the Findings of Fact and Conclusions of Law of the Acting Director;

Now, therefore, it is ordered, That the Proposed Findings of Fact and Proposed Conclusions of Law of the Examiner be and they hereby are approved and adopted as the Findings of Fact and Conclusions of Law of the Acting Director;

It is further ordered, That § 323.6 (*Alphabetical list of code members*), § 323.8 (*Special prices*—(b) *Railroad fuel prices for all movements except via lakes*) and § 323.8 (*Special prices*—(c) *Railroad fuel prices for movement via all lakes—all ports*) in the Schedule of Effective Minimum Prices for District No. 3 for All Shipments Except Truck and § 323.23 (*General prices*) in the Schedule of Effective Minimum Prices for District No. 3 for Truck Shipments be and they hereby are amended to include therein the price classifications and mine, freight origin group, and other designations contained in Supplements R–I, R–II, R–III, and T, attached hereto and made a part hereof, as the price classifications and designations of Scotch Hill Mines Nos. 76, 77, 80, and 87 of the Henry Clay Coal Mining Company and of Austen Mines Nos. 1 to 7, inclusive, of the Upper Elk and Potomac Coal Corporation, code members in District 3.

It is further ordered, That the prayers for relief contained in the several petitions filed herein be and they hereby are granted to the extent set forth above, and in all other respects denied.

Dated: April 28, 1942.

[SEAL] DAN H. WHEELER,
Acting Director.

NOTE: The material contained in these supplements is to be read in the light of the classifications, prices, instructions, exceptions and other provisions contained in Part 323, Minimum Price Schedule for District No. 3 and supplements thereto.

FOR ALL SHIPMENTS EXCEPT TRUCK

§ 323.6 *Alphabetical list of code members*—Supplement R–I

[Alphabetical listing of code members having railway loading facilities, showing price classification by size group numbers]

Mine index No.	Code member	Mine name	Seam	Shipping point	Railroad	Freight origin group No.	Size group Nos. 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
296	Henry Clay Coal Mining Co., The	Scotch Hill #76	Bakerstown	Newburg, W. Va.	B&O	70	G	G	G	G	G	G	G	G	G	G	(†)	(†)	(†)	(†)	(†)	(†)
300	Henry Cla Coal Mining Co., The	Scotch Hill #80 [1]	Bakerstown	Newburg, W. Va.	B&O	70	G	G	G	G	G	G	G	G	G	G	(†)	(†)	(†)	(†)	(†)	(†)
297	Henry Clay Coal Mining Co., The	Scotch Hill #77	Elk Lick	Newburg, W. Va.	B&O	70	D	D	D	D	D	D	D	D	D	D	(†)	(†)	(†)	(†)	(†)	(†)
303	Henry Clay Coal Mining Co., The	Scotch Hill #87 [1]	Elk Lick	Newburg, W. Va.	B&O	70	J	J	J	J	J	J	J	J	J	J	(†)	(†)	(†)	(†)	(†)	(†)
298	Upper Elk & Potomac Coal Corporation	Austen #1	M. V. Freeport	Newburg, W. Va.	B&O	70	G	G	G	G	G	G	G	G	G	G	(†)	(†)	(†)	(†)	(†)	(†)
299	Upper Elk & Potomac Coal Corporation	Austen #2	M. V. Freeport	Newburg, W. Va.	B&O	70	G	G	G	G	G	G	G	G	G	G	(†)	(†)	(†)	(†)	(†)	(†)
301	Upper Elk & Potomac Coal Corporation	Austen #3	Bakerstown	Newburg, W. Va.	B&O	70	G	G	G	G	G	G	G	G	G	G	(†)	(†)	(†)	(†)	(†)	(†)
302	Upper Elk & Potomac Coal Corporation	Austen #4	Bakerstown	Newburg, W. Va.	B&O	70	G	G	G	G	G	G	G	G	G	G	(†)	(†)	(†)	(†)	(†)	(†)
325	Upper Elk & Potomac Coal Corporation	Austen #5 [1]	Bakerstown	Newburg, W. Va.	B&O	70	G	G	G	G	G	G	G	G	G	G	(†)	(†)	(†)	(†)	(†)	(†)
304	Upper Elk & Potomac Coal Corporation	Austen #6	Elk Lick	Newburg, W. Va.	B&O	70	D	D	D	D	D	D	D	D	D	D	(†)	(†)	(†)	(†)	(†)	(†)
329	Upper Elk & Potomac Coal Corporation	Austen #7 [1]	Elk Lick	Newburg, W. Va.	B&O	70	D	D	D	D	D	D	D	D	D	D	(†)	(†)	(†)	(†)	(†)	(†)

[1] Indicates Strip Mine.
† Indicates no classification effective for this size group.

§ 323.8 *Special prices*—(b) *Railroad fuel prices for all movements except via lakes*—Supplement R–II. For railroad Fuel prices add these mine index numbers to the respective groups set forth in § 323.8 (b) in Minimum Price Schedule No. 1. Group No. 3: 298, 299; Group No. 6: 296, 297, 300, 301, 302, 325, 329. Mine Index Nos. 297, 303, 304, 329 shall be priced at fifteen cents above Group No. 6 prices.

§ 323.8 *Special prices*—(c) *Railroad fuel prices for movement via all lakes—all ports*—Supplement R–III. For railroad Fuel prices add these mine index numbers to the respective groups set forth in § 323.8 (c) in Minimum Price Shedule No. 1. Group No. 3: 298, 299; Group No. 6: 296, 297, 300, 301, 302, 303, 304, 325, 329. Mine Index Nos. 297, 303, 304, 329 shall be priced at fifteen cents above Group No. 6 prices.

FOR TRUCK SHIPMENTS

§ 323.23 *General prices*—Supplement T

[Prices in cents per net ton for shipment into all market areas]

Code member index	Mine Index No.	Mine	Seam	County	Size groups						
					Lump over 2", egg over 2", bottom size	Lump 2", egg 2", bottom size but over 1¼"	Lump 1¼" and under, egg 1¼" and under, bottom size	All nut and pea 2" and under	Run of mine, resultant over 2"	1¼" and 2" slack	¾" slack
					1	2	3	4	5	6	7
Henry Clay Coal Mining Co., The.	296	Scotch Hill #76	Bakerstown	Preston	235	235	235	210	210	200	190
Henry Clay Coal Mining Co., The.	300	Scotch Hill #80 (Strip).	Bakerstown	Preston	235	235	235	210	210	200	190
Henry Clay Coal Mining Co., The.	297	Scotch Hill #77	Elk Lick	Preston	250	250	250	225	225	215	200
Henry Clay Coal Mining Co., The.	303	Scotch Hill #87 (Strip).	Elk Lick	Preston	250	250	250	225	225	215	205
Upper Elk & Potomac Coal Corporation.	298	Austen #1	M. V. Freeport	Preston	225	225	225	200	200	190	180
Upper Elk & Potomac Coal Corporation.	299	Austen #2	M. V. Freeport	Preston	225	225	225	200	200	190	180
Upper Elk & Potomac Coal Corporation.	301	Austen #3	Bakerstown	Preston	235	235	235	210	210	200	190
Upper Elk & Potomac Coal Corporation.	302	Austen #4	Bakerstown	Preston	235	235	235	210	210	200	190
Upper Elk & Potomac Coal Corporation.	325	Austen #5 (Strip)	Bakerstown	Preston	235	235	235	210	210	200	190
Upper Elk & Potomac Coal Corporation.	304	Austen #6	Elk Lick	Preston	250	250	250	225	225	215	205
Upper Elk & Potomac Coal Corporation.	329	Austen #7 (Strip)	Elk Lick	Preston	250	250	250	225	225	215	205

[F. R. Doc. 42–4961; Filed, May 28, 1942; 11:27 a. m.]

[Docket No. A–1419]

PART 327—MINIMUM PRICE SCHEDULE, DISTRICT NO. 7

J. H. HAM, RELIEF GRANTED

Order granting temporary relief and conditionally providing for final relief in the matter of the petition of District Board No. 7 for the establishment of price classifications for the coals of the Ham Mine (Mine Index No. 552) of J. H. Ham.

An original petition, pursuant to section 4 II (d) of the Bituminous Coal Act of 1937, having been duly filed with this Division by the above-named party, requesting the establishment, both temporary and permanent, of price classifications and minimum prices for the coals of The Ham Mine (Mine Index No. 552) of J. H. Ham, a code member in District No. 7; and

It appearing that a reasonable showing of necessity has been made for the granting of temporary relief in the manner hereinafter set forth; and

No petitions of intervention having been filed with the Division in the above-entitled matter; and

The following action being deemed necessary in order to effectuate the purposes of the Act;

It is ordered, That, pending final disposition of the above-entitled matter, temporary relief is granted as follows: Commencing forthwith, § 327.11 (*Low volatile coals: Alphabetical list of code members*) is amended by adding thereto Supplement R, which supplement is hereinafter set forth and hereby made a part hereof.

It is further ordered, That pleadings in opposition to the original petition in the above-entitled matter and applications to stay, terminate or modify the temporary relief herein granted may be filed with the Division within forty-five (45) days from the date of this Order, pursuant to the Rules and Regulations Governing Practice and Procedure before the Bituminous Coal Division in Proceedings Instituted Pursuant to section 4 II (d) of the Bituminous Coal Act of 1937.

It is further ordered, That the relief herein granted shall become final sixty (60) days from the date of this Order, unless it shall otherwise be ordered.

Dated: May 15, 1942.

[SEAL] DAN H. WHEELER, *Acting Director.*

TEMPORARY AND CONDITIONALLY FINAL EFFECTIVE MINIMUM PRICES FOR DISTRICT NO. 7

NOTE: The material contained in this supplement is to be read in the light of the classifications, prices, instructions, exceptions and other provisions contained in Part 327, Minimum Price Schedule for District No. 7 and supplements thereto.

FOR ALL SHIPMENTS EXCEPT TRUCK

§ 327.11 *Low volatile coals: Alphabetical list of code members*—Supplement R

[Alphabetical list of code members having *railway* loading facilities, showing price classifications by size groups for all uses except as separately shown]

Mine Index No.	Code member	Mine name	Sub-dist. No.	Low volatile seam	Shipping point	Railroad	Freight origin group No.	Price classification by size group No.									
								1	2	3	4	5	6	7	8	9	10
552	Ham, J. H.	Ham	1	Sewell	Quinwood	C & O.	19	(†)	(†)	(†)	(†)	(†)	B	B	(†)	(†)	(†)

†When shown under a Size Group Number, this symbol indicates no classification effective for this size group.

[F. R. Doc. 42–4965; Filed, May 28, 1942; 11:29 a. m.]

[Docket No. A–383]

PART 331—MINIMUM PRICE SCHEDULE, DISTRICT NO. 11

AYRSHIRE PATOKA COLLIERIES CORP., RELIEF GRANTED

Order adopting the proposed findings of fact, proposed conclusions of law and recommendation of the examiner and granting relief, in part, in the matter of the petition of District Board No. 11 for the establishment of price classifications and minimum prices for the coals of the Chinook Mine (Mine Index No. 121) of the Ayrshire Patoka Collieries Corporation.

This proceeding having been instituted upon a petition filed with the Bituminous Coal Division on November 19, 1940, by District Board No. 11 pursuant to section 4 II (d) of the Bituminous Coal Act of 1937, requesting the establishment of certain temporary and permanent price classifications and minimum f. o. b. mine prices for theretofor unpriced and unclassified coals to be produced at the Chinook Mine (Mine Index No. 121) of the Ayrshire Patoka Collieries Corporation, a code member of District No. 11;

Ayrshire Patoka Collieries Corporation having filed a petition of intervention on November 24, 1940, requesting that the Director order an immediate informal conference to fix proper price classifications and temporary minimum prices and that the price classifications and minimum prices proposed by the original petitioner in Size Groups 13 to 16 and 26 to 29, inclusive, and for railroad locomotive fuel be granted but in lieu of the remaining price classifications and minimum prices proposed by the original petitioner there be established certain price classifications and minimum f. o. b. mine prices proposed by Ayrshire Patoka Collieries Corporation;

Petitions of intervention having also been filed by District Board No. 10 and Snowhill Coal Corporation, a code member in District No. 11;

Temporary prices having been established by order of the Director dated December 12, 1940, 5 F.R. 5108;

Pursuant to orders of the Director, a hearing in this matter having been held before Charles O. Fowler, a duly designated Examiner of the Division, at a hearing room of the Division in Washington, D. C. at which all interested persons were afforded an opportunity to be present, adduce evidence, cross-examine witnesses and otherwise be heard.

The Examiner having filed his Report, Proposed Findings of Fact, Proposed Conclusions of Law and Recommendation in this matter dated January 27, 1942 in which he recommended that certain permanent price classifications and minimum f. o. b. mine prices be established for coals produced at the Chinook Mine;

Exceptions thereto with a brief in support thereof having been filed on February 28, 1942 by Ayrshire Patoka Collieries Corporation and a reply brief to the exceptions having been filed on March 23, 1942 by District Board No. 11;

The undersigned having made Findings of Fact, Conclusions of Law herein and having rendered an Opinion in this matter which are filed herewith; [1]

Now therefore it is ordered, That the exceptions of Ayrshire Patoka Collieries Corporation to the Proposed Findings of Fact, Proposed Conclusions of Law and Recommendation of the Examiner be and they hereby are severally overruled.

It is further ordered, That the Proposed Findings of Fact and Proposed Conclusions of Law of the Examiner be and they hereby are approved and adopted as the Findings of Fact and Conclusions of Law of the undersigned.

[1] Not filed as part of original document.

It is further ordered, That § 331.5 (*Alphabetical list of code members*) is amended by adding thereto Supplement R, and § 331.24 (*General prices in cents per net ton for shipment into all market areas*) is amended by adding thereto Supplement T, which supplements are hereinafter set forth and hereby made a part hereof.

It is further ordered, That the prayers for relief contained in the several petitions filed herein should be granted to the extent set forth above and in all other instances denied.

Dated: May 2, 1942.

[SEAL] DAN H. WHEELER,
Acting Director.

NOTE: The material contained in these supplements is to be read in the light of the classifications, prices, instructions, exceptions and other provisions contained in Part 331, Minimum Price Schedule for District No. 11 and supplements thereto.

FOR ALL SHIPMENTS EXCEPT TRUCK

§ 331.5 *Alphabetical list of code members*—Supplement R

Mine index No.	Name of code member	Mine	Seam	Subdistrict	Freight origin group	Price group	Shipping point	Railroad
121	Ayrshire Patoka Collieries Corporation.	Chinook	III	BC	33	1	Staunton, Ind.	PRR.

Mine Index No. 121 shall be included in Price Group 1 and shall take the same f. o. b. mine prices as the other mines in Price Group 1 in Price Schedule No. 1, District No. 11, For All Shipments Except Truck, with the exception of Size Groups 17, 18, 19, 20, 21, 22, 23, 24, and 25 for which it will take the same f. o. b. mine prices on these size groups as those that are shown for Price Group 8 in Price Schedule No. 1, District No. 11, For All Shipments Except Truck. It shall also take the same adjustments in f. o. b. mine prices on account of differences in freight rates as other mines in Freight Origin Group 33 of the Brazil-Clinton Subdistrict, having the same freight rate.

Mine Index No. 121 shall be accorded the same prices for railroad locomotive fuel as shown in § 331.10 in Minimum Price Schedule, District No. 11 For All Shipments Except Truck as are shown for Mine Index Nos. 7, 8, 16, 42, 55, 82, 83, 84, 89, 98.

FOR TRUCK SHIPMENTS

§ 331.24 *General prices in cents per net ton for shipment into all market areas*—Supplement T

Code member index	Mine index No.	Mine	Seam	Prices and size group Nos.																							
				1	2	3	4	5	6	7	8	9	10, 11, 12	13	14	15	16	17	18, 19, 20	21	22	23	24	25	26	27	28, 29
CLAY COUNTY																											
Ayrshire Patoka Collieries Corporation	121	Chinook	3	240	235	230	220	215	210	170	175	170	165	135	125	70	40	185	180	185	175	175	165	135	145	135	105

[F. R. Doc. 42-4960; Filed, May 28, 1942; 11:26 a. m.]

[Docket No. A-1401]

PART 333—MINIMUM PRICE SCHEDULE, DISTRICT NO. 13

RELIEF GRANTED

Order granting temporary relief and conditionally providing for final relief in the matter of the petition of District Board No. 13 for the establishment of price classifications and minimum prices for the coals of certain mines in District No. 13.

An original petition, pursuant to section 4 II (d) of the Bituminous Coal Act of 1937, having been duly filed with this Division by the above-named party, requesting the establishment, both temporary and permanent, of price classifications and minimum prices for the coals of certain mines in District No. 13; and

It appearing that a reasonable showing of necessity has been made for the granting of temporary relief in the manner hereinafter set forth; and

No petitions of intervention having been filed with the Division in the above-entitled matter; and

The following action being deemed necessary in order to effectuate the purposes of the Act;

It is ordered, That, pending final disposition of the above-entitled matter, temporary relief is granted as follows: Commencing forthwith, § 333.6 (*General prices*) is amended by adding thereto Supplement R–I, § 333.7 (*Special prices—(a) Prices for shipment to all railroads and for exclusive use of railroads*) is amended by adding thereto Supplement R–II, § 333.7 (*Special prices—(c) Prices for shipment by railroad, applicable to all coal sold for steamship vessel fuel*) is amended by adding thereto Supplement R–III, § 333.34 (*General prices in cents per net ton for shipment into all market areas*) is amended by adding thereto Supplement T–I, and § 333.43 (*General prices in cents per net ton for shipment into all market areas*) is amended by adding thereto Supplement T–II, which supplements are hereinafter set forth and hereby made a part hereof.

The petition proposed a minimum price of 255 cents for truck shipment of the Size Group 13 coals of the Pierce & Olive Mine (Mine Index No. 1510) of Meadows & Meadows (J. H. Meadows). It appears that 245 cents is the minimum price applicable to analogous Size Group 13 coals of other mines in Walker County for truck shipments, and that the petition fails to make any showing as to the necessity for the establishment for the coals in Size Group 13 produced at Mine Index No. 1510 of a minimum price higher than that established for analogous coals. Accordingly, it appears that a minimum price of 245 cents is proper and should be established for the Size Group 13 coals of Mine Index No. 1510 of Meadows & Meadows (J. H. Meadows) for truck shipments.

The petition proposed minimum prices for truck shipments of 305, 305, 295, 250, 240 and 235 cents per net ton, respectively, in Size Groups 1 to 6, inclusive, and 195, 190, 155, and 250 cents per net ton, respectively, in Size Groups 12 to 15, inclusive, for the coals of the Waterfall Mine (Mine Index No. 1509) of the Tennessee River Coal Company. It appears that the minimum prices applicable to analogous coals in these size groups of other mines in Rhea County for truck shipments are 10 cents higher per net ton in these size groups, and that the petition fails to make any showing as to the necessity for the establishment for the coals in these size groups produced at Mine Index No. 1509 of minimum prices lower than those established for analogous coals. Accordingly, it appears that minimum prices 10 cents higher in these size groups for the coals of Mine Index No. 1509 should be established for truck shipments.

It is further ordered, That pleadings in opposition to the original petition in the above-entitled matter and applications to stay, terminate or modify the temporary relief herein granted may be filed with the Division within forty-five (45) days from the date of this Order, pursuant to the Rules and Regulations Governing Practice and Procedure before the Bituminous Coal Division in Proceedings Instituted Pursuant to section 4 II (d) of the Bituminous Coal Act of 1937.

It is further ordered, That the relief herein granted shall become final sixty (60) days from the date of this Order, unless it shall otherwise be ordered.

Dated: May 15, 1942.

[SEAL] DAN H. WHEELER, *Acting Director.*

NOTE: The material contained in these supplements is to be read in the light of the classifications, prices, instructions, exceptions and other provisions contained in Part 333, Minimum Price Schedule for District No. 13 and supplements thereto.

§ 333.6 *General prices*—Supplement R–I

[Prices f. o. b. mines for shipment by railroad, applicable for all uses except railroad locomotive fuel, steamship bunker fuel and blacksmithing.]

Mine index No.	Code member	Mine	Subdistrict	Seam	Freight origin group
	BLOUNT COUNTY, ALA.				
1520	Laningham, Birl; Harvey Dixon	Laningham [1]	1	Black Creek	31
1374	Mickle, William	Young [1]	1	Black Creek	31
	FAYETTE COUNTY, ALA.				
749	McDade & Tittle (Jake McDade)	McDade & Tittle [1]	1	Corona	101
	JEFFERSON COUNTY, ALA.				
326	Garrett, J. A.	Happy Hollow [3]	1	Mary Lee [4]	50
	MARION COUNTY, ALA.				
491	West & Company, W. I.	West [5]	1	Black Creek	60
1518	West & Company, W. I.	West #4 [5]	1	Black Creek	60
1333	West & Company, W. I.	West #5 [5]	1	Black Creek	60
1334	West & Company, W. I.	West #6 [5]	1	Black Creek	60
1519	West & Company, W. I.	West #8 [5]	1	Black Creek	60
	SHELBY COUNTY, ALA.				
517	Paramount Coal Co.	Paramount #7 [6]	1	Helena	31
	WALKER COUNTY, ALA.				
1510	Meadows & Meadows (J. H. Meadows)	Pierce & Olive [7]	1	America	120
1464	Sillavan, K. H.	Sillavan [8]	1	America	120
	WINSTON COUNTY, ALA.				
516	Garrison, V. E.	Bryson #3 [9]	1	Black Creek	111
331	Hill, W. M.	Iceberg [9]	1	Black Creek	111
680	Hilton & Downey	Millstone #2 [10]	1	Black Creek	111
805	Pendley & Barton (Carl Pendley)	Millstone #3 [10]	1	Black Creek	111
808	Ratliff, Tom	Millstone #9 [10]	1	Black Creek	111
686	C. Rose & J. O. Long	Millstone #7 [10]	1	Black Creek	111
684	Tidwell & Tidwell (Thos. Tidwell)	Millstone #6 [10]	1	Black Creek	111
804	Ward, Billy	Millstone #5 [10]	1	Black Creek	111

[1] Shipping Point: Warrior, Ala. Railroad: L&N. These mines shall have the same price in size group 13 on all price tables as shown for mine with Index Number 1059 (Onar Hart, Hart mine, Docket No. A-1089).

[2] Shipping Point: Carbon Hill, Ala. Railroad: SL&SF. This mine shall have the same prices in size groups 13, 22 and 23 on all price tables as shown for mine with Index Number 641 (Newton & Frost (R. L. Newton), Ferguson mine, Docket No. A-1138).

[3] Shipping Point: Coalburg, Ala. Railroad: Southern.

[4] Denotes new shipping point, railroad and Freight Origin Group. Shipping Point at Tarrant, Ala., on L&N Railroad in Freight Origin Group 31 shall no longer be applicable.

[5] Shipping Point: Brilliant, Ala. Railroad: I. C. These mines shall have the same prices in size groups 1, 13 and 23 on all price tables as shown for mine with Index Number 1174 (W. J. Colburn, Colburn No. 1 mine, Docket No. A-1138).

[6] Shipping Point: Paramount, Ala. Railroad: L&N. This mine shall have the same prices in size groups 1, 2, 6, 12, 14, 15, 16, 17, 18, and 24 on all price tables as listed for mine with Index Number 58 (Paramount Coal Company, Paramount #4 mine).

[7] Shipping Point: Leespeer, Ala. Railroad: Southern. This mine shall have the same prices in size groups 1, 12, 13, 18 and 23 on all price tables as shown for mine with Index Number 1137 (Pratt-American Coal Co., America 1 & 2 mine, Docket No. A-240).

[8] Shipping Point: Leespeer, Ala. Railroad: Southern. This mine shall have the same price in size group 13 on all price tables as shown for mine with Index Number 1137 (Pratt-American Coal Co., America 1 & 2 mine, Docket No. A-240).

[9] Shipping Point: Natural Bridge, Ala. Railroad: Southern. These mines shall have the same prices in size groups 13, 19 and 23 on all price tables as shown for mine with Index Number 1192 (A. J. Brimer, Sahara #2 mine, Docket No. A-846).

[10] Shipping Point: Lynn, Ala. Railroad: Southern. These mines shall have the same prices in size groups 1, 2, 4, 7, 13, 19, 22, 23, and 26 on all price tables as shown for mine with Index Number 1192 (A. J. Brimer, Sahara #2 mine, Docket No. A-846).

§ 333.7 *Special prices*—(a) *Prices for shipment to all railroads and for exclusive use of railroads*—Supplement R–II. Prices f. o. b. mines for shipment to all railroads and for exclusive use of railroads—The following prices apply on coal for use in railroad locomotives and powerhouse plants. For station heating, use in dining cars, or other uses than stated above, commercial prices as listed in other sections of this price schedule shall apply.

[For all mines in Subdistrict No. 1. For all sizes customarily furnished railroads for locomotive fuel]

Mine index No.	Central [1] of Georgia	Seaboard [1] Air Line Railway	St. Louis and San Francisco Railroad for consignment West of the Mississippi River	St. Louis and San Francisco Railroad for consignment East of the Mississippi River	All other Railroads not specifically shown
517, 805, 680, 684, 686, 749, 804, 808, 1331, 1464, 1510, 1516	220	220	200	220	220

[1] Prices listed for Central of Georgia and Seaboard Air Line Railways shall also apply to controlled subsidiaries whose purchases of coal are directly made by the controlling system.

§ 333.7 *Special prices*—(c) *Prices for shipment by railroad applicable to all coal sold for steamship vessel fuel*—Supplement R–III

[Prices f. o. b. mines for shipment by railroad, applicable to all coal sold for steamship vessel fuel subject to price instructions and exceptions]

Mine index No.	Mine group	Size groups and prices applicable for steamship vessel fuel			
		14, 15, 16, 17, 18	12	13	23
805, 680, 684, 686, 804, 808, 1331, 1516	Black Creek			285	275
517	Cahaba	270		270	

FOR TRUCK SHIPMENTS

§ 333.34 *General prices in cents per net ton for shipment into all market areas*—Supplement T–I

Code member index	Mine	Mine index No.	Subdistrict	Seam	Lump: over 2"; egg: top size over 6"	Egg: top size 6" and under	Lump: 2" and under	Nut: top size 3" and under bottom size over ½"		Chestnut: top size 3" and under; bottom size ½" and under		Chestnut: top size 1½" and under; bottom size ½" and under		Run of mine; modified R/M	Resultants: 3" and under		Screenings: 1½" and under		Industrial coal
								Wash	Raw	Wash	Raw	Wash	Raw	Raw	Wash	Raw	Wash	Raw	
					1	2	3	6	7	8	9	10	11	13	17	22	18	23	24, 25, 26
ALABAMA																			
BLOUNT COUNTY																			
Curvin, F. C.	Curvin	1517	2	Inland	280	280	275	295	275	(†)	(†)	270	250	230	235	200	230	180	230
Dempsey, Earnest, & Walter Reno	Dempsey	1521	2	Black Creek	355	355	340	345	325	310	300	295	285	285	275	265	265	250	285
Laningham, Birl; Harvey Dixon	Laningham	1520	2	Black Creek	355	355	340	345	325	310	300	295	285	285	275	265	265	250	285
CULLMAN COUNTY																			
Martin, M. C.	Bluebird	1497	2	Black Creek	385	385	360	335	315	315	305	310	300	290	275	265	265	225	290
JEFFERSON COUNTY																			
Burton & Hillman (R. C. Burton)	Burton & Hillman	1506	2	Clark	365	365	340	335	315	315	290	300	275	275	260	160	250	150	275
MARION COUNTY																			
West & Company, W. I.	West #4	1518	2	Black Creek	385	385	360	335	315	315	305	310	300	290	275	265	265	225	290
West & Company, W. I.	West #8	1519	2	Black Creek	385	385	360	335	315	315	305	310	300	290	275	265	265	225	290
SHELBY COUNTY																			
Taylor, Walter Scott	Scott Taylor	1508	2	Helena	365	365	340	335	315	315	290	300	275	275	260	190	250	175	275
WALKER COUNTY																			
Meadows & Meadows (J. H. Meadows)	Pierce & Olive	1510	2	America	290	290	280	285	275	(†)	(†)	275	250	245	260	240	255	220	245
WINSTON COUNTY																			
Garrison, V. E.	Bryson #3	1516	2	Black Creek	385	385	360	335	315	315	305	310	300	290	275	265	265	225	290

†Indicates no classification effective for these size groups.

FOR TRUCK SHIPMENTS

§ 333.43 *General prices in cents per net ton for shipment into all market areas*—Supplement T–II

Code member index	Mine	Mine index No.	Sub-district	Seam	Lump: over 2"; egg, top size, over 5"	Egg: top size, 5" and under; bottom size, 2" and under	Lump: 2" and under	Nut: top size, 2" and under; bottom size, 1" and under	Stoker: top size, 1½" and under; bottom size, ½" and under	Stoker: top size, ¾" and under; bottom size, ⅜" and under	Straight and modified M/R	Resultants: 5" and under	Resultants: 4" and under	Screenings: 2" and under	Screenings: 1½" and under	Screenings: 1¼" and under	Screenings: ¾" and under	Screenings: ⅜" and under	Industrial coal
					1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
TENNESSEE–GEORGIA																			
MARION COUNTY, TENN.																			
McNeece, V. M.	McNeece	1507	4	Sewanee	315	315	305	260	250	245	235	235	235	205	205	205	200	165	260
RHEA COUNTY																			
Tennessee River Coal Co.	Waterfall	1509	4	Sewanee	315	315	305	260	250	245	235	235	235	205	205	205	200	165	260

*For sizes included see Size Group Table, § 333.42.

[F. R. Doc. 42–4963; Filed, May 28, 1942; 11:28 a. m.]

TITLE 32—NATIONAL DEFENSE

Chapter VI—Selective Service System

[Order No. 40]

HOWARD CAMP PROJECT

ESTABLISHMENT FOR CONSCIENTIOUS OBJECTORS

I, Lewis B. Hershey, Director of Selective Service, in accordance with the provisions of section 5 (g) of the Selective Training and Service Act of 1940 (54 Stat. 885) and pursuant to authorization and direction contained in Executive Order No. 8675 dated February 6, 1941, hereby designate the Howard Camp project to be work of national importance, to be known as Civilian Public Service Camp No. 40. Said camp, located at Howard, Centre County, Pennsylvania, will be the base of operations for soil conservation work in the State of Pennsylvania, and registrants under the Selective Training and Service Act of 1940, who have been classified by their local boards as conscientious objectors to both combatant and non-combatant military service and have been placed in Class IV–E, may be assigned to said camp in lieu of their induction for military service.

The work to be undertaken by the men assigned to said Howard Camp will consist of the provision of labor for a nursery approximating 8,000,000 trees, the provision of planting material for erosion control and reclamation of idle land for Federal and State agencies and Soil Conservation Districts, the maintenance of a fire fighting unit for the protection of a forest area including three State Forests and one Game Refuge, all within a radius of twenty-five miles, and shall be under the technical direction of the Soil Conservation Service of the Department of Agriculture insofar as concerns the planning and direction of the work program. The camp, insofar as camp management is concerned, will be under the direction of approved representatives of the National Service Board for Religious Objectors. Men shall be assigned to and retained in camp in accordance with the provisions of the Selective Training and Service Act of 1940 and regulations and orders promulgated thereunder. Administrative and directive control shall be under the Selective Service System through the Camp Operations Division of National Selective Service Headquarters.

LEWIS B. HERSHEY,
Director.

MAY 27, 1942.

[F. R. Doc. 42-4981; Filed, May 28, 1942; 2:26 p. m.]

[No. 81]

ACCUMULATIVE PROGRESS REPORT OF CLASSIFICATION AND INDUCTION

ORDER PRESCRIBING FORMS

By virtue of the Selective Training and Service Act of 1940 (54 Stat. 885) and the authority vested in me by the rules and regulations prescribed by the President thereunder and more particularly the provisions of § 605.51 of the Selective Service Regulations, I hereby prescribe the following change in DSS forms:

Revision of DSS Form 140,[1] effective May 15, 1942.

Upon the receipt of DSS Form 140 (Revised 5–15–42) all copies of previous DSS Form 140 will be destroyed.

The foregoing revision shall, effective May 15, 1942, become a part of the Selective Service Regulations.

LEWIS B. HERSHEY,
Director.

MAY 15, 1942.

[F. R. Doc. 42-4982; Filed, May 28, 1942; 2:26 p. m.]

Chapter IX—War Production Board

Subchapter B—Division of Industry Operations

PART 1076—PLUMBING AND HEATING SIMPLIFICATION

[Schedule XII to Limitation Order L–42]

PLUMBING FIXTURES

§ *1076.14 Schedule XII to Limitation Order L–42*[2]—(a) *Definitions.* For the purposes of this schedule:

(1) "Producer" means any person who manufactures, processes, fabricates or assembles plumbing fixtures.

(2) "Plumbing fixture" means any sink (except a scullery sink, with or without drain boards), sink and laundry tray combination, foot bath, drinking fountain, wash fountain, water closet bowl, frost proof closet or hopper, tank for a water closet or urinal (other than a pressure tank for a frost proof closet), shower receptor, shower stall and receptor combination, septic tank, plaster interceptor, or grease interceptor: *Provided,* That "plumbing fixture" does not include any plumbing fixture fitting or plumbing fixture trim.

(b) *Limitations.* Pursuant to Limitation Order L–42 the following limitations are established for the manufacture of plumbing fixtures:

No metal may be used in the manufacture of plumbing fixtures, except that:

(1) Any person may incorporate into any plumbing fixture the minimum quantity of metal which is required for (i) nuts, bolts, screws, clamps, rivets, and other items of joining hardware which are necessary for the construction, assembly or installation of the plumbing fixture, (ii) reinforcing mesh, and (iii) coating: *Provided,* That such use is not prohibited by any order of the Director of Industry Operations.

(2) In addition, any person may incorporate into any of the following named plumbing fixtures any iron and steel which does not exceed the respective quantities specified:

(i) Into any shower receptor, fifteen pounds,

(ii) Into any shower stall and receptor combination, twenty-five pounds,

(iii) Into any plaster interceptor, five pounds,

(iv) Into any grease interceptor, five pounds, and

(v) Into any septic tank, iron and steel required for reinforcement, inlet or outlet connection, internal syphon and internal syphon pipe connections.

(c) *General exceptions.* The prohibitions and restrictions contained in this schedule shall not apply to the use of metal in the manufacture of articles or parts thereof which are being produced:

(1) Under a specific contract or subcontract for use in chemical plants, research laboratories or hospitals, where and to the extent that the physical and chemical properties make the use of any other material impractical. Such use is not deemed impractical for ordinary plumbing fixtures and the exception covers those cases where the technical operation of the plant makes the use of other material impractical;

(2) Under a specific contract or subcontract for use as part of the equipment of vessels other than pleasure craft and of aircraft where the use of other material is impractical.

(d) *Effective date of simplified practices; exceptions.* On and after June 20, 1942, no plumbing fixtures which do not conform to the standards established by this schedule shall be produced or delivered by any producer or accepted by any person from such producer except with the express permission of the Director of Industry Operations on Form PD–423: *Provided, however,* That the foregoing shall not prohibit the delivery by any producer of such plumbing fixtures as were in his stock in finished form on June 20, 1942, nor the receipt of such plumbing fixtures from such producer: *Provided further,* That the foregoing shall not prohibit final fabrication or processing prior to August 5, 1942, of materials put into process prior to June 20, 1942, nor the delivery of the completed plumbing fixtures so produced, nor the receipt of such fixtures from the producer.

(e) *Records covering excepted plumbing fixture.* Each producer shall retain in his files records showing his inventory of excepted plumbing fixtures (by types and sizes) as of June 20, 1942, and such records shall be kept readily available and open to audit and inspection by duly authorized representatives of the War Production Board. (P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 28th day of May 1942.

J. S. KNOWLSON,
Director of Industry Operations.

[F. R. Doc. 42-4988; Filed, May 28, 1942; 3:15 p. m.]

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[1] Filed as part of the original document.
[2] 7 F.R. 951.

PART 1094—COTTON DUCK

[Amendment 2 to General Preference Order M–91]

Section 1094.1 *General Preference Order M–91*[1] is hereby amended in the following respects:

1. Paragraph (b) is hereby amended to read as follows:

(b) *Additional definitions.* For the purpose of this order: "Cotton duck" shall mean any cotton fabric in duck constructions in the griege, dyed or proofed state, of widths from fifteen inches to eighty-seven inches, both inclusive, constructed with single or plied warp yarns and single or plied filling yarns, in weights and in the commonly designated types as follows:

(i) Army duck (including shelter tent duck and woven awning stripe duck). All weights.
(ii) Numbered (wide or sail) duck. All weights.
(iii) Narrow or naught duck. All weights.
(iv) Hose or belting duck. All weights.
(v) Shoe duck. All weights.
(vi) Harvester duck. All weights.
(vii) Filter duck (including plied yarn filter twills). All weights.
(viii) Single or double filling duck, 7¾ ounces to 29 inches, and heavier.
(ix) Ounce duck. All weights.
(x) Chafer duck (chafer fabric) single or plied yarns. All weights.

2. Paragraphs (c) and (4) are hereby amended to read as follows:

(c) *Restrictions on purchases, sales and deliveries of cotton duck.* Except as provided in paragraph (f), and except to the extent necessary to purchase, sell, deliver or accept delivery of cotton duck to fill orders therefor placed in accordance with paragraphs (d), (g), (h), or (i), no person shall hereafter purchase, sell, deliver or accept delivery of any cotton duck except:

(1) Upon contracts carrying preference ratings of better than A–2: *Provided, however,* That no delivery shall be made under any such preference rated orders or allocated orders unless the person to whom such delivery is to be made shall file with his purchase order therefor, a certificate in substantially the following form:

The undersigned hereby represents to the War Production Board and to his vendor that the delivery of the cotton duck listed in the attached purchase order is required on the delivery dates therein listed for actual use by the undersigned for the purposes permitted by Order M–91, starting within thirty days from the receipt thereof and completing within sixty days thereafter; that the undersigned's estimate of the time within which the said cotton duck will be put into actual use is based upon the actual experience of the undersigned within the past twelve months; and that except for the cotton duck covered by the said purchase order the undersigned will not have any inventory to use for the said purpose; and the undersigned further agrees that, in the event said purchase order is allocated, pursuant to General Preference Rating Order M–91, to any manufacturer of cotton duck other than the one with whom said order is placed by the undersigned, then, the undersigned will purchase the said amount of cotton duck from the manufacturer so named at the said manufacturer's established prices and terms therefor.

Provided, however, That no certificate need be filed by the Army or Navy of the United States or by Defense Supplies Corporation in the case of purchases by any of them.

(2) Cut lengths of ten yards or less which had been so cut on or before the 28th day of February 1942;

(3) Woven awning stripe duck manufactured on or before the 28th day of February 1942, and the necessary minimum run-outs thereof made in order to clear looms;

(4) Shoe duck or gem innersole duck manufactured prior to the 28th day of February 1942;

(5) Cotton duck of any width, weight, or construction manufactured in rug and carpet mills or on looms before February 28, 1942, producing drapery or upholstery fabrics; or

(6) Cotton duck manufactured prior to February 28, 1942, of 1,000 yards or less of any one construction at any one warehouse or other location; and

(7) Seconds or rejects produced in the manufacture of purchase orders as permitted under this order and rejected by the purchaser, in writing, as unfit.

(d) *Procedure for avoiding duplication of defense purchases of cotton duck.* (1) No person producing cotton duck shall accept or fill any order or contract carrying a preference rating better than A–2 where such acceptance or filling would require the deferment of deliveries under a defense order previously accepted, carrying a preference rating of better than A–2, regardless of whether or not such subsequent defense order carries a higher preference rating, unless and until such person producing cotton duck shall have first referred such subsequent defense order to the Quartermaster General, the United States Army, the Chief, Bureau of Supplies and Accounts, United States Navy, and the Quartermaster, United States Marine Corps, or any person duly authorized to act in their behalf, by letter addressed: "Chairman, Textile Coordinating Committee, Reference Cotton Duck, M–91, Room 2502, Temporary Building B, Second and Q Streets SW., Washington, D. C.," for determination by them, or by any person duly authorized by them for the purpose, as to whether such subsequent defense order for such cotton duck duplicates other purchasing arrangements made directly by the Army or Navy of the United States for cotton duck for such purpose. Such determination shall be in writing and upon Form PDL–1. Upon receipt of a copy of any determination indicating duplication of purchase, the said person producing cotton duck shall refuse acceptance of the said subsequent defense order and shall notify the person placing the same by forwarding to such person a copy of the said determination.

(2) In the event that the said Quartermaster General, the said Chief, Bureau of Supplies and Accounts, and the said Quartermaster, United States Marine Corps, or any person duly authorized by them for the purpose, determine that the said defense order is not a duplication of other purchasing arrangements made by the Army or Navy of the United States, by determination in writing on the said Form PDL–1, they shall forward the said defense order, together with copies of such determination to the War Production Board, Textile, Clothing and Leather Branch, together with their recommendation as to whether the filling of such defense order by the manufacturer of cotton duck upon whom it was served, will disrupt or impair the purchasing arrangements for cotton duck made directly by the Army or Navy of the United States, and their further recommendation as to what other manufacturer or manufacturers of cotton duck could fill the said order with the least impairment of the purchasing arrangements for cotton duck made directly by the Army or Navy of the United States. The Chief, Textile, Clothing and Leather Branch, War Production Board, shall thereupon allocate such order to such manufacturer or manufacturers of cotton duck as in his judgment can most readily fill the same with the least impairment of the purchasing arrangements for cotton duck made directly by the Army or Navy of the United States, or shall recommend that the Director of Industry Operations refuse to permit the use of cotton duck for such purposes, as the case may be. The Director of Industry Operations shall thereupon take such action as he may deem appropriate.

(3) Any manufacturer of cotton duck to whom such defense order is allocated shall accept and fill the same in accordance with the preference rating assigned thereto.

3. Paragraph (e) is hereby amended to read as follows:

(e) *Restrictions on the use of cotton duck.* Except as provided in paragraph (f), and except to the extent necessary to manufacture and make deliveries of products or make deliveries of materials required to fill orders placed in accordance with the provisions of paragraphs (c), (d), (g), (h) and (i), no person, unless specifically authorized by the Director of Industry Operations, shall, on or after March 1, 1942, use any cotton duck in the manufacture of any article in which cotton duck, either with or without further processing, is physically incorporated, except when such cotton duck has been rejected as unfit or as not required for use by both the Army and Navy of the United States, or except upon orders carrying preference ratings higher than A–2, evidenced by a preference rating certificate issued by the Director of Industry Operations (or his predecessor, the Director of Priorities), or under his authority by the Army or Navy of the United States, directly to and naming the person requesting delivery (not including a certificate issued to and nam-

[1] 7 F.R. 1671, 2596.

ing some other person who is to be supplied by the person requesting such sale or an order rated under any general preference order), for the specific purpose of rating deliveries of cotton duck: *Provided, however,* That the following items of cotton duck may be used without restriction hereunder:

(i) Cut lengths of ten yards or less which had been so cut on or before February 28, 1942;

(ii) Woven awning stripe duck manufactured on or before February 28, 1942 and the necessary minimum run-outs thereof made in order to clear looms;

(iii) Shoe duck or gem innersole duck manufactured prior to February 28, 1942;

(iv) Cotton ducks of any width, weight or construction manufactured in rug and carpet mills and on looms producing drapery or upholstery fabrics before February 28, 1942;

(v) Cotton duck manufactured prior to February 28, 1942, of 1,000 yards or less of any one construction at any one warehouse or other location; and

(vi) Seconds or rejects produced in the manufacture of defense orders and rejected by the purchaser, in writing, as unfit.

4. The first paragraph of subparagraph (5) of paragraph (g) is amended by inserting before the first word the following: "Except with respect to sales at retail to all ultimate consumers other than industrial consumers."

The second paragraph of paragraph (5) of paragraph (g) is amended to read as follows:

CERTIFICATE BY PURCHASER OF MANUFACTURED DUCK PRODUCT

The undersigned hereby certifies to his vendor and to the War Production Board that the undersigned is engaged in the _____ industry; the undersigned requires delivery of the product listed on purchase order No. _____ in the month of _____

(i) For actual use in the United States within sixty days (or for actual use outside the United States within ninety days) from the receipt thereof by the undersigned, or

(ii) To enable the undersigned to have one spare in stock as a reserve for emergency breakdown. (Strike out whichever of (i) or (ii) may be inappropriate);

that his estimate of the time within which he will put the said article into actual use is based upon the actual experience of the undersigned in the calendar years 1940 and 1941; and the undersigned further certifies that to the knowledge of the responsible officials and technicians of the undersigned there is no substitute not made from cotton duck which has substantially equal wearing qualities and will give substantially equal length and efficiency of service, obtainable for such actual use.

_____
Name of person

_____
Authorized individual

Date _____

5. Paragraph (k) is hereby amended by striking out in its entirety the first sentence of the original paragraph (k) and by striking out the word "other" in the second sentence thereof.

6. The Title of Part I of Schedule A is amended by adding at the end thereof the words "and chafer fabrics."

7. The Title of Part II of Schedule A is amended to read as follows:

Belting, packing and miscellaneous fabric products manufactured with or without rubber or balata from belting or other cotton ducks.

8. Part III of Schedule A is amended by adding before the words "beet sugar industrial filters" in the second line thereof the words "Cane and"; by adding between the word "mining" and "filters" in the seventh line thereof the words "quarrying and smelting"; and by adding at the end of Part III the words "cement filters." (P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 FR. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 28th day of May 1942.

J. S. KNOWLSON,
Director of Industry Operations.

[F. R. Doc. 42-4985; Filed, May 28, 1942; 3:19 p. m.]

PART 1111—RATIONING OF NEW COMMERCIAL MOTOR VEHICLES

[Amendment 1 to General Conservation Order M-100]

Section 1111.1 *General Conservation Order M-100*[1] (effective March 9, 1942) is hereby amended in the following particulars:

1. Paragraph (a) (6) is amended to read as follows:

(6) "Sales agency" means any distributor or dealer, and includes any agency or branch of a manufacturer which sells new commercial motor vehicles: *Provided however,* That the terms "manufacturer," "dealer," "distributor" and "sales agency," as defined in subparagraphs (3) (4) and (5) above and this subparagraph (6), do not include manufacturers of bodies for mounting on truck chassis produced by other manufacturers.

2. Paragraph (c) (1) is amended to read as follows:

(1) Any person holding a government exemption permit: *Provided however,* That new commercial motor vehicles may be transferred to any of the persons enumerated in subparagraphs (i), (ii) and (iii) below, without either a government exemption permit or a certificate of transfer, where such vehicles are produced under contracts or orders for delivery to or for the account of any such person and title to such vehicles vests at the time of delivery in (1) the United States Government, as to transfers to the services and agencies enumerated in subparagraph (i) below, (2) any government or agency thereof enumerated in subdivision (ii) below, and (3) the United States Government, as to transfers to the persons enumerated in subdivision (iii) below:

(i) The Army or Navy of the United States, the United States Maritime Commission, the Panama Canal, the Coast and Geodetic Survey, the Coast Guard, the Civil Aeronautics Administration, the National Advisory Committee for Aeronautics, the Offices of Scientific Research and Development.

(ii) The government of any of the following countries: Belgium, China, Czechoslavakia, Free France, Greece, Iceland, Netherlands, Norway, Poland, Russia, Turkey, United Kingdom including its Dominions, Crown Colonies and Protectorates, and Yugoslavia.

(iii) Any agency of the United States Government, for delivery to, or for the account of, the government of any country listed above, or any other country, including those in the western hemisphere, pursuant to the Act of March 11, 1941, entitled "An Act to Promote the Defense of the United States." (Lend-Lease Act)

3. Schedule A to General Conservation Order M-100, Usage Classification List for Commercial Motor Vehicles, Class II, paragraph 2 and Class III, paragraph 1, are amended to read respectively as follows:

Class II, paragraph 2: In the transportation of all materials, supplies and equipment of industry and business directly connected with the war effort, including farm, forest and mine products, and food.

Class III, paragraph 1: In the transportation of all materials, supplies and equipment of industry and business indirectly connected with the war effort, including farm, forest and mine products, and food.

(P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 28th day of May 1942.

J. S. KNOWLSON,
Director of Industry Operations.

[F. R. Doc. 42-4986; Filed, May 28, 1942; 3:19 p. m.]

PART 1137—CLOSURES AND ASSOCIATED ITEMS

[Amendment 1 to General Limitation Order L-68]

Section 1137.1 *General Limitaion Order L-68*[1] is hereby amended as follows:

1. Paragraph (b) (2) is deleted.

2. Paragraph (d) (2) is amended by the addition of the word "men's" after "on work clothing or" and before "women's and children's wear."

3. Paragraph (g) is supplemented by the addition of subparagraph (3) to read as follows:

(3) The prohibitions and restrictions contained in this order shall not apply to the manufacture, production, delivery or use of reconditioned slide fasteners

[1] 7 F.R. 1632.

[1] 7 F.R. 2455.

or existing slide fastener parts used in repairing or reconditioning slide fasteners.

(P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 28th day of May 1942.

J. S. KNOWLSON,
Director of Industry Operations.

[F. R. Doc. 42-4984; Filed, May 28, 1942; 3:19 p. m.]

PART 1188—RAILROAD EQUIPMENT

[Amendment 2 to Supplementary General Limitation Order L-97-a-1]

Paragraph (d) of § 1188.3 *Supplementary Limitation Order L-97-a-1*,[1] as amended by Amendment No. 1 thereto, issued May 13, 1942 is hereby amended to read as follows:

(d) Notwithstanding the provisions of § 944.11 *Use of material obtained under allocation or preference rating* of Priorities Regulation No. 1 as amended, or of General Preference Order M-21 as amended, any producer or supplier may sell and deliver to any other producer or supplier or to a railroad any car parts the material in which was obtained under a preference rating for the contruction of cars, provided that such material is to be used for the construction or repair of cars, and that the purchaser endorses on the purchase order for such material the following statement signed by a duly authorized official:

The undersigned represents to the Seller and to the War Production Board that the material ordered herein will be used for the construction or repair of railroad cars.

Name of purchaser

Signature of authorized official

Title

Date

Nothing in this paragraph (d) shall impair the force and effect of § 944.2 *Compulsory acceptance of defense and other rated orders* of said Regulation No. 1. (P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 28th day of May 1942.

J. S. KNOWLSON,
Director of Industry Operations.

[F. R. Doc. 42-4983; Filed, May 28, 1942; 3:15 p. m.]

[1] 7 F.R. 3152, 3574.

PART 1225—CONSTRUCTION LUMBER

[Amendment 1 to Limitation Order No. L-121]

Section 1225.1 *General Limitation Order L-121*[1] is hereby amended in the following respects:

Paragraph (a) (1) is amended to read as follows:

(1) "Construction lumber" means any sawed softwood lumber of any of the following specifications, whether rough, dressed on one or more sides or edges, dressed and matched, shiplapped, or grooved for splines:

(i) Any joists, planks, beams, stringers or timbers of any softwood species, in Grade No. 2 (or their equivalents) in grades, in nominal sizes of 3 inches thick and thicker, by 4 inches wide and wider, by 10 feet long and longer.

(ii) Any common dimension of any soft-wood species in Grade No. 1 and Grade No. 2 (or their equivalents) in nominal sizes 2 inches thick, by 4 to 14 inches wide (inclusive), by 10 feet long and longer, including, but not limited to, common dimension which is dressed to not less than 1⅝ inches thick.

(iii) Any common boards in nominal sizes of 1 inch thick, by 4 inches wide and wider, by 10 feet long and longer, including, but not limited to, common boards which are dressed to not less than ¾ inch thick, in the following species and grades (or their equivalents):

(*a*) Western red cedar, Douglas fir, west coast hemlock, or Sitka spruce: Grade No. 1.

(*b*) Southern pine or redwood: Grade No. 1 and Grade No. 2.

(*c*) Cypress, white fir, eastern hemlock, western larch, Idaho white pine, jack pine, lodgepole pine, northern white pine, Norway pine, ponderosa pine, sugar pine, eastern spruce, Engelmann spruce, western white spruce, or tamarack: Grade No. 1, Grade No. 2 and Grade No. 3.

(iv) Any drop siding, standard patterns No. 105 and No. 106, in standard lengths 4 feet and longer, in the following species and grades (or their equivalents):

(*a*) Western red cedar, Douglas fir, west coast hemlock and Sitka spruce: Grade D.

(*b*) Eastern hemlock: Grade D and Better, Grade No. 1 and Grade No. 2.

(*c*) Southern pine: Grade C, and Grade No. 2.

(*d*) Cypress, western larch, Idaho white pine, northern white pine, Norway pine, ponderosa pine, sugar pine, eastern spruce, Engelmann spruce, or western white spruce: Grade No. 1 and Grade No. 2.

(v) Any finished flooring, standard match, 25/32 inch thick by 2⅜ inches and 3¼ inches face widths, in standard lengths 4 feet and longer, in the following species and grades (or their equivalents):

(*a*) Southern pine: Grade C and Grade No. 2.

(*b*) Douglas fir, west coast hemlock, or Sitka spruce: Grade No. 1.

(*c*) Eastern hemlock: Grade D and Better, Grade No. 1 and Grade No. 2.

"Construction lumber" does not include any of the standard grades of factory lumber, shop lumber or box lumber; or the standard grade of No. 1 Heart Common in western red cedar, cypress and redwood; or railway ties.

Paragraph (a) (2) is amended to read as follows:

(2) "Producer" means any manufacturing plant, concentration plant or other establishment which processes, by sawing, edging, planing or other comparable method twenty-five percent or more of the total volume of logs and lumber purchased or received by it; except that "producer" does not include any sawmill which produced less than 5,000 feet, board measure, per average day of eight hours of continuous operation, during the ninety days preceding the effective date of this order, and does not include any establishment known in the trade as a local retail yard whose operations are confined principally to distributing lumber locally and which processes as an incident thereto for the servicing of customers.

Paragraph (b) (1) is amended to read as follows:

(1) During the period of sixty days next following May 13, 1942, no producer shall sell, ship, or deliver (including delivery by a producer to any distribution yard of such producer) any construction lumber, except that:

(i) (*a*) Any producer may sell, ship and/or deliver (either directly or through one or more intervening persons) any construction lumber to be delivered to or for the account of the Army, the Navy, the Maritime Commission, the Panama Canal, or Lend-Lease Governments or which is to be physically incorporated into buildings, structures or material, or used for packing, boxing, crating or stowing for shipment of material, which will be so delivered; but in the case of sales, shipments or deliveries through intervening persons, only if there is endorsed on the purchase order or contract for such construction lumber the following statement, signed by the purchaser or by a responsible official duly designated for such purpose by the purchaser:

All construction lumber covered by this purchase order (or contract) is to be sold, shipped, and/or delivered in compliance with paragraph (b) (1) (i) (*a*) of Limitation Order L-121 with the terms of which I am familiar.

Name

By: ---

Date---

[1] 7 F.R. 3574.

(b) Any producer may sell, ship and/or deliver (either directly or through one or more intervening persons) any construction lumber to or for the account of any contractor or subcontractor of the Army, the Navy, the Maritime Commission, the Panama Canal, the Defense Plant Corporation or Lend-Lease Governments, when such construction lumber is to be used for plant construction or expansion for the manufacture or processing of material for the Army, the Navy, the Maritime Commission, the Panama Canal, the Defense Plant Corporation, or Lend-Lease Governments, or for the training of personnel of the Army or the Navy, if such construction or expansion project is rated on Preference Rating Certificate PD-3, PD-3A or PD-4 or under any of the P-19 series of Preference Rating Orders or the P-14 series of Preference Rating Orders; but only if there is endorsed on the purchase order or contract for such construction lumber the following statement, signed by a contracting or inspecting official of the Army, the Navy, the Maritime Commission, the Panama Canal, the Defense Plant Corporation, or Lend-Lease, as the case may be:

The construction lumber covered by this purchase order (or contract) is required by the purchaser, actually to be put into construction during the period this order is in effect, and sixty days thereafter. The construction lumber is to be used for construction (or expansion) of facilities for the manufacture or processing of material for the Army, the Navy, the Maritime Commission, the Panama Canal, or Lend-Lease Governments, or for the training of personnel of the Army or the Navy, which construction (or expansion) is rated on Preference Rating Certificate (or Order) Number ———, Serial Number ———.

(c) Any producer may sell, ship and/or deliver (either directly or through one or more intervening persons) any construction lumber to or for the account of any operator as defined in Preference Rating Order P-56 or any operator as defined in Preference Rating Order P-58 or any producer as defined in Preference Rating Order P-73, for the purposes stated in such orders; but only if there is endorsed on the purchase order or contract for such construction lumber the following statement, signed by the purchaser or by a responsible official duly designated for such purpose by the purchaser:

All construction lumber covered by this purchase order (or contract) is to be sold, shipped, and/or delivered in compliance with paragraph (b) (1) (i) (*c*) of Limitation Order L-121 with the terms of which I am familiar.

Name_____
By:_____
Date _____

(d) Any producer may sell, ship and/or deliver any construction lumber (either directly or through one or more intervening persons) to any person if such construction lumber is ultimately to be used for the construction, extension, remodeling, repair or maintenance of buildings or structures for the storage of agricultural products produced by farmers, planters, ranchmen, dairymen, or nut or fruit growers, or if such construction lumber is to be used for the packing, boxing, crating or stowing for shipment of such products; but only if there is endorsed on the purchase order or contract for such construction lumber the following statement, signed by the purchaser or by a responsible official duly designated for such purpose by the purchaser:

All construction lumber covered by this purchase order (or contract) is to be sold, shipped, and/or delivered in compliance with paragraph (b) (1) (i) (*d*) of Limitation Order L-121 with the terms of which I am familiar.

Name_____
By:_____
Date _____

Each endorsement made under the provisions of this order shall constitute a representation to the producer and to the War Production Board that the construction lumber referred to therein will be used in accordance with the said endorsement.

(ii) Any construction lumber which is actually in transit on the date of issuance of this order may be delivered to its ultimate destination;

(iii) Any producer may sell, ship and/or deliver any construction lumber to any other producer;

(iv) Any producer may sell, ship and/or deliver such construction lumber upon the specific authorization of the Director of Industry Operations on PD-423 for the specific sale, shipment, and/or delivery of such construction lumber.

(P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

This amendment shall take effect immediately.

Issued this 28th day of May 1942.

J. S. KNOWLSON,
Director of Industry Operations.

[F. R. Doc. 42-4991; Filed, May 28, 1942; 4:07 p. m.]

PART 1235—COMBED COTTON YARN (INCLUDING SALES YARN AND YARN FOR PRODUCERS' OWN USE

[General Preference Order M-155]

The fulfillment of requirements for the defense of the United States has created a shortage in the supply of combed cotton yarn and of certain combed cotton fabrics, for defense, for private account and for export, and the following Order is deemed necessary and appropriate in the public interest and to promote the national defense:

§1235.1 *General Preference Order M-155.*—(a) *Applicability of Priorities Regulation No. 1.* This order and all transactions affected thereby are subject to the provisions of Priorities Regulation No. 1 (Part 944), as amended from time to time, except to the extent that any provision hereof may be inconsistent therewith, in which case the provisions of this order shall govern.

(b) *Additional definitions.* For the purposes of this order:

(1) "Combed cotton yarns" means greige cotton yarn, in all counts and descriptions up to and including 90's, which in addition to having been put through cotton carding machinery has also been through the further process of combing, whether produced for sale or in integrated mills for use directly in the manufacture of fabrics, braids, tapes or other products.

(2) "Medium combed yarns" means the combed cotton yarns in counts from 61s to 90s, inclusive, single or plied, whether produced for sale or for use in integrated mills directly in the manufacture of fabrics, braids, tapes or other products.

(3) "Coarse combed yarns" means the combed cotton yarns in counts coarser than 61s single or plied, whether produced for sale or for use in integrated mills directly in the manufacture of fabrics, braids, tapes or other products.

(4) "Reserved combed yarn" means the combed cotton yarns, required to be earmarked pursuant to the terms of this order, whether produced for sale or for use in integrated mills directly in the manufacture of fabrics, braids, tapes or other products.

(5) "Producer" means any person who, on February 28, 1942, was spinning medium or coarse combed yarns, or both, whether produced for sale or for use in integrated mills directly in the manufacture of fabrics, braids, tapes, or other products, or who, on that date, had idle equipment capable of producing either of them, except that any such person shall not be deemed a producer as to that portion of his production which is equivalent to the portion of his production during the month of February, 1942 which was used or sold in the manufacture of combed yarn used in stitching thread (as distinguished from embroidery or decorative thread). The term "producer" shall include, but without limitation thereto, sales yarn mills, spinner-weavers, spinner-mercerizers and spinner-knitters.

(6) "Officers uniforms" shall mean uniforms (including shirts) manufactured in accordance with the regulations of and required to be worn by the United States Governmental Agency concerned for:

(i) United States Army officers (warrant officers and nurses).

(ii) United States Navy officers (commissioned and warrant), chief petty officers and nurses.

(iii) United States Marine Corps officers and warrant officers.

(iv) United States Coast Guard officers and chief petty officers.

(v) United States Government military and naval academy and training school students.

(vi) United States Maritime Commission officers.

(vii) United States Coast and Geodetic Survey officers.

(viii) United States Public Health Service officers or nurses.

(ix) United States Women's Army Auxiliary Corps and any similar United States navy corps or organization.

(x) United States Army Specialist Corps.

(c) *Directions with respect to the production of combed cotton yarns*—(1) *Medium combed yarns.* Notwithstanding the provisions of any contracts to which he may be a party, each producer of medium combed yarns shall, as soon as may be necessary for him to do so in order to make delivery in accordance with the terms of any purchase order placed with him of the type specified in paragraph (d) (1) hereof and as soon as the required yarn counts and descriptions can be produced by him, but in any event not later than the week beginning June 29, 1942, and in each week thereafter until further direction, earmark at least 40 per cent of his production thereof as reserved combed yarns.

(2) *Coarse combed yarns.* Notwithstanding the provisions of any contracts to which he may be a party, each producer of coarse combed yarns shall, as soon as may be necessary for him to do so in order to make delivery in accordance with the terms of any purchase order placed with him of the type specified in paragraph (d) (1) hereof and as soon as the required yarn counts and descriptions can be produced by him, but in any event not later than the week beginning June 29, 1942, and in each week thereafter until further direction, earmark at least 65 percent of his production thereof as reserved combed yarns.

(3) No producer shall fail to operate his equipment capable of producing medium or coarse combed yarns at maximum practicable capacity or take any action which would decrease his weekly production of medium combed yarns, coarse combed yarns, or both, except to the extent necessary to meet his required deliveries of such yarns or of fabrics woven therefrom, within the limitations set forth in paragraph (c) (1), (2) and (5).

(4) Nothing in paragraph (c) (1), and (2) and (3) shall prevent or preclude any producer from earmarking a higher percentage of medium or coarse combed yarns as reserved yarns.

(5) Production in accordance with paragraph (c) (1) and (2) shall be earmarked in the counts required to meet the current specifications or requirements of the procurements of:

(i) The Army or Navy of the United States, including, but without limitation thereto, the yarn counts required by the following fabrics:

(*a*) Cloth, cotton, twill, 6 oz., Quartermaster Corps Tentative Specification P. Q. D. No. 95, September 25, 1941;

(*b*) Cloth, cotton, uniform, twill, Quartermaster Corps Tentative Specification P. Q. D. No. 33–A, December 9, 1941, superseding P. Q. D. No. 33, February 17, 1941;

(*c*) Cloth, cotton, wind resistant, Quartermaster Corps Tentative Specification P. Q. D. No. 1, December 13, 1940, superseding Q. M. C. Tent. Spec. September 24, 1940;

(*d*) Army-Navy Aeronautical Specification cloth; airplane, cotton, mercerized, AN–CCC–C–399, Amendment 1, October 23, 1939;

(*e*) Twill, bleached and shrunk, Navy Department Specification No. 27T25, Sept. 2, 1941, superseding 27D5c, Jan. 2, 1937;

(*f*) Lining, uniform, cotton (twill), U. S. Army Specification No. 6–100B, Sept. 17, 1929;

(*g*) Cloth, balloon; finished, U. S. Army Specification No. 6–39–G, May 5, 1937, Amendment No. 2, June 25, 1941;

(*h*) Cloth, balloon; finished, U. S. Army Specification No. 6–39–G, May 5, 1937, superseding No. 6–39–F, December 2, 1932;

(*i*) Netting; mosquito (unbleached-bobbinet) Federal Specification JJ–N–191, January 5, 1932, superseding F. S. No. 540a, January 25, 1929;

(*j*) Netting; mosquito, U. S. Army, Quartermaster Corps Specification P. Q. D. No. 17*a*;

(*k*) Netting; mosquito, U. S. Army, Quartermaster Corps Specification P. Q. D. No. 82;

(*l*) Netting; mosquito, U. S. Navy, Bureau of Ships Specification No. 27N1 (INT);

(*m*) Socks, cotton, tan, Federal Specification No. JJ–S 566A, dated August 26, 1938.

as such specifications are from time to time revised or amended.

(ii) The United States Maritime Commission, the Panama Canal, the Coast and Geodetic Survey, the Coast Guard, the Civil Aeronautics Authority, the National Advisory Committee for Aeronautics, the Office of Scientific Research and Development;

(iii) Manufacturers of officers uniforms or fabrics therefor as approved by the respective Departmental Regulations for such uniforms;

(iv) The government of any of the following countries: Belgium, China, Czechoslovakia, Free France, Greece, Iceland, Netherlands, Norway, Poland, Russia, Turkey, United Kingdom including its Dominions, Crown Colonies and Protectorates and Yugoslavia;

(v) Any agency of the United States Government for material or equipment to be delivered to, or for the account of, the government of any country listed in subparagraph (c) (5) (iv) or any other country, including those in the western hemisphere, pursuant to the Act of March 11, 1941, entitled "An Act to Promote the Defense of the United States" (Lend-Lease Act);

(vi) Manufacturers of tracing cloth, typewriter ribbons, and electrical insulation materials, but only to the extent and in the counts that such combed yarns have been heretofore used or specified for such purposes;

(vii) The Defense Supplies Corporation, or other corporation organized under section 5d of the Reconstruction Finance Corporation Act, as amended.

(viii) Manufacturers specifically authorized to purchase reserved combed yarns by the Director of Industry Operations acting pursuant to paragraph (f).

(d) *Directions with respect to the sale, delivery or use of reserved combed yarns.* (1) All reserved combed yarns shall be used, sold, or delivered only upon orders therefor for physical incorporation into material or equipment to be delivered to or for the account of the persons listed in paragraph (c) (5), except as otherwise authorized by the Director of Industry Operations.

(2) No producer shall hold a stock of reserved combed yarn for the account of any customer over one week without notifying the War Production Board and stating the counts, quantities and descriptions of such reserved combed yarns.

(3) Each producer, holding a stock of reserved comber yarn for his own account in excess of his current weekly production of such yarn, shall immediately notify the War Production Board stating the counts, quantities and descriptions of such reserved combed yarns on hand.

(4) No person, operating a warehouse or other place of storage shall hold in storage any combed yarns for a period longer than 30 days without notifying the War Production Board, stating the most complete description of the yarn known to him and the person for whose account it is being stored.

(5) No person, except those mentioned in paragraph (c) (5) (vii) and (viii) or (d) (4), shall accept delivery of reserved combed yarns unless such yarns shall be put into process by him within 30 days after actual receipt thereof by him at his plant or at any warehouse or other place of storage for his account or are required by him for immediate delivery to others who shall put them into process after actual receipt thereof by him at his plant or at any warehouse or other place of storage for his account.

(6) No producer, regardless of whether he has heretofore engaged in the business of selling combed cotton yarns, or not, shall refuse to accept and fill, to the extent of his production of reserved combed yarns, a purchase order therefor of the kind specified in paragraph (d) (1), unless:

(i) The person placing the same is unable or unwilling to meet the established prices and terms therefor; or

(ii) The producer shall have already sold all of his reserved combed yarns to be produced in the delivery period required by the said purchase order to another person for a use permitted in the said paragraph (d) (1); or

(iii) The producer will require all his unsold reserved combed yarns for use himself as permitted in paragraph (d) (1), prior to the availability of further production thereof by himself; or

(iv) The purchase order is for combed cotton yarn in counts or in put-ups which the producer, in view of his commitments under paragraph (d) (6) (ii) and (iii) above, is not capable of producing, due to the limitations of his available machinery and equipment and the proposed purchaser is unable or unwilling to supply the necessary equipment or machinery;

Provided, however, That nothing in this Order shall excuse any person producing combed cotton fabrics from the requirements of complying with the provisions of Priorities Regulation No. 1 with respect to the compulsory acceptance and filling of defense or other preference rated orders in accordance with the preference ratings assigned thereto; but any

person with whom an order is placed for fabrics for a use permitted in paragraph (d) (1) hereof may, if his own supply of reserved combed yarns is not available, in whole or in part, for any of the reasons set forth in paragraphs (d) (6) (ii), (iii) and (iv) above, place a purchase order with any other producer for the necessary combed cotton yarns required over and above his own reserved combed yarns, to be filled out of such other producer's reserved yarns. Such other producer shall accept and fill such purchase order subject to paragraphs (d) (6) (i), (ii), (iii) and (iv).

(e) *Restrictions on the sale or delivery of the residual supply of combed cotton yarns and on fabrics woven therefrom.* No producer shall make any discriminatory cuts in sales or deliveries of non-reserved coarse or medium combed cotton yarns in counts which the producer continues to make, or fabrics woven therefrom, between former customers desiring to purchase the same, and who purchased such yarns or fabrics in the year 1941 and heretofore in 1942, notwithstanding the provisions of any contracts to which he may be a party, or between such former customers and his own use of such yarns or fabrics, except to the extent necessary to make his required deliveries upon purchase orders for such yarns or fabrics carrying preference ratings.

(f) *Appeal.* Any person affected by this order who considers that compliance therewith would work an exceptional and unreasonable hardship upon him, or that it would result in a degree of unemployment which would be unreasonably disproportionate compared with the amount of combed cotton yarn conserved, or that compliance with this order would disrupt or impair a program of conversion from nondefense to defense work, may appeal to the War Production Board by letter or telegram, Reference M–155, setting forth the pertinent facts and the reason he considers he is entitled to relief. The Director of Industry Operations may thereupon take such action as he deems appropriate.

(g) *Records.* All persons affected by this order shall keep and preserve for not less than two years accurate and complete records concerning inventories, production and sales.

(h) *Reports.* All persons affected by this order shall execute and file with the War Production Board such reports and questionnaires as may be required by said Board from time to time, but no reports other than the notifications required by paragraph (d) hereof, shall be filed until forms therefor shall have been prescribed.

(i) *Communications to the War Production Board.* All communications concerning this order, or any reports required to be filed hereunder, shall unless otherwise directed, be in writing and be addressed to: War Production Board, Washington, D. C. Reference M–155.

(j) *Violations.* Any person who wilfully violates any provision of this order, or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, material under priority control and may be deprived of priorities assistance. (P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 28th day of May 1942.

J. S. KNOWLSON,
Director of Industry Operations.

[F. R. Doc. 4987; Filed, May 28, 1942; 3:19 p. m.]

PART 1246—CHEMICAL COTTON PULP

[Conservation Order M–157]

The fulfillment of requirements for the defense of the United States has created a shortage in the supply of Chemical Cotton Pulp for defense, for private account and for export; and the following Order is deemed necessary and appropriate in the public interest and to promote the national defense:

§ 1246.1 *Conservation Order M–157*—(a) *Definitions.* For the purpose of this order:

(1) "Chemical cotton pulp" means pulp manufactured by chemically purifying raw cotton fibers, sometimes described as "cotton linter pulp" or "cottonseed hull shavings pulp".

(2) "Producer" means any person producing chemical cotton pulp.

(3) "Consumer" means any person who purchases or receives delivery of chemical cotton pulp for use or resale.

(b) *Restrictions on deliveries of chemical cotton pulp.* (1) On and after July 1, 1942, no producer shall deliver chemical cotton pulp and no consumer shall accept delivery of chemical cotton pulp except as specifically authorized by the Director of Industry Operations, subject to the provisions of paragraph (b) (2) and (3) hereof. Preference ratings assigned by the Director of Industry Operations shall not constitute such specific authorization.

(2) Specific authorization of the Director of Industry Operations pursuant to paragraph (b) (1) hereof shall not be required with respect to the following deliveries, which may be made without regard to preference ratings:

(i) Deliveries by a producer of two thousand (2,000) pounds or less of chemical cotton pulp in any one month (in lots of not more than five hundred (500) pounds to any one consumer in any one month), and the acceptance by a consumer of delivery of five hundred (500) pounds or less of chemical cotton pulp in any one month.

(ii) Deliveries of any quantity of chemical cotton pulp at any time by or to the United States Army, Navy, Coast Guard, or Maritime Commission.

(3) The restrictions contained in paragraph (b) (1) hereof shall not apply to chemical cotton pulp ordered and put in the hands of a carrier prior to midnight, June 30, 1942, for delivery to a consumer.

(c) *Applications and reports.* In addition to such other reports as may from time to time be required by the Director of Industry Operations:

(1) Each consumer requiring delivery of chemical cotton pulp during any month shall file with his producer on or before the 5th day of the preceding month an application on Form PD–507.

(2) On or before June 15, 1942, and the 15th day of each month thereafter, each consumer who has ordered chemical cotton pulp for delivery during the following month, or who on the first day of the current month had one thousand (1000) pounds or more of chemical cotton pulp, shall file with the War Production Board consumption and inventory figures for the report month on Form PD–508.

(3) On or before June 15, 1942, and the 15th day of each month thereafter, each producer shall file with the War Production Board his schedule of orders for delivery during the following month on Form PD–509.

(4) Each producer who consumes all or part of his production of chemical cotton pulp shall treat the production and consumption parts of his operations as separate divisions within the meaning of paragraph (e) (4) hereof, and in his separate capacity as a Consumer and as a producer shall file all the applications and reports required by this paragraph (c).

(5) Each producer shall notify the War Production Board of the cancellation of any authorized delivery or of inability to make any authorized delivery as soon as possible after he has notice of such fact.

(6) The United States Army, Navy, Coast Guard and Maritime Commission shall not be required to file applications and reports pursuant to this paragraph (c).

(d) *Production reserve.* During each calendar month beginning July 1942, each producer shall withhold from his monthly production of chemical cotton pulp such amounts as may be specified by the Director of Industry Operations, to be disposed of as directed from time to time by the Director of Industry Operations.

(e) *Miscellaneous provisions*—(1) *Applicability of Priorities Regulation No. 1.* This order and all transactions affected thereby are subject to the provisions of Priorities Regulation No. 1 (Part 944), as amended from time to time, except to the extent that any provision hereof may be inconsistent therewith, in which case the provisions of this order shall govern.

(2) *Notification of customers.* As soon as reasonably possible after receiving authorization from the Director of Industry Operations to make deliveries of chemical cotton pulp during each month,

each producer shall notify his customers of the amounts of chemical cotton pulp allocated to them.

(3) *Records.* In addition to the records required to be kept by Priorities Regulation No. 1, as amended, each producer and each consumer shall retain for a period of not less than two years copies of all purchase orders for chemical cotton pulp, whether accepted or rejected, segregated from all other purchase orders or filed in such manner that they can readily be produced for inspection by representatives of the War Production Board.

(4) *Intra-company deliveries.* The prohibitions and restrictions of this order with respect to deliveries of chemical cotton pulp shall apply not only to deliveries to other persons, including affiliates and subsidiaries, but also to deliveries from one branch, division or section of a single enterprise to another branch, division or section of the same or any other enterprise under common ownership or control.

(5) *Violations.* Any person who wilfully violates any provision of this order or who in connection with this order wilfully conceals a material fact or wilfully furnishes false information to any department or agency of the United States is guilty of a crime and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of or from processing or using material under priority control and may be deprived of priorities assistance by the Director of Industry Operations.

(6) *Appeals.* Any person affected by this order who considers that compliance therewith would work an exceptional and unreasonable hardship upon him or that it would result in a degree of unemployment which would be unreasonably disproportionate compared with the amount of chemical cotton pulp conserved, or that compliance with this order would disrupt or impair a program of conversion from non-defense to defense work, may appeal to the Director of Industry Operations by addressing a letter to the War Production Board, Chemicals Branch, Washington, D. C. Ref.: M–157, setting forth the pertinent facts and the reasons he considers that he is entitled to relief. The Director of Industry Operations may thereupon take such action as he deems appropriate.

(7) *Communications to War Production Board.* All reports required to be filed hereunder, and all communications concerning this order, shall, unless otherwise directed, be addressed to: War Production Board, Washington, D. C. Ref.: M–157. (P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125. 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 28th day of May 1942.

J. S. KNOWLSON,
Director of Industry Operations.

[F. R. Doc. 42–4989; Filed, May 28, 1942; 4:07 p. m.]

PART 1251—BUTYL ALCOHOL

[General Preference Order M–159]

The fulfillment of requirements for the defense of the United States has created a shortage in the supply of butyl alcohol, as hereinafter defined, for defense, for private account and for export; and the following order is deemed necessary and appropriate in the public interest and to promote the national defense:

§ 1251.1 *General Preference Order M–159*—(a) *Definitions.* For the purposes of this order:

(1) "Butyl alcohol" means normal, secondary and tertiary butyl alcohol and includes siobutyl alcohol.

(2) "Producer" means any person engaged in the production of butyl alcohol and includes any person who has such butyl alcohol produced for him pursuant to toll agreement.

(3) "Distributor" means any person who has purchased or purchases butyl alcohol for purposes of resale.

(b) *Restrictions on use and delivery of butyl alcohol.* (1) During any calendar month commencing with the month of July, 1942, no producer shall use and no producer or distributor shall deliver butyl alcohol to any person except as provided in paragraph (b) (2) hereof.

(2) During any calendar month commencing with the month of July, 1942, producers may use and producers and distributors may or must deliver the following quantities of butyl alcohol:

(i) Quantities the use or delivery of which has been specifically authorized or directed by the Director of Industry Operations. At the beginning of each calendar month the Director of Industry Operations will issue to all producers specific authorizations covering the quantities of butyl alcohol which may be used by such producers and to all producers and distributors specific authorizations or directions covering the quantities of butyl alcohol which may or must, as the case may be, be delivered by such producers and distributors during such month. Such authorizations and directions will be made primarily to insure the satisfaction of all defense requirements and to provide an adequate supply for essential civilian uses, and they may be made at the discretion of the Director of Industry Operations without regard to any preference rating assigned to particular contracts or orders.

(ii) Quantities which shall not exceed fifty-four gallons to any one person (who complies with the provisions of paragraph (c) (2) hereof) in any one month (less any quantities delivered to such person during such month from other source): *Provided*, That the aggregate of all deliveries hereunder made by a producer does not exceed two percent of his estimated production (of butyl alcohol) for such month.

(3) No person shall accept delivery of butyl alcohol if he knows or has reason to believe that such delivery would be made in violation of paragraph (b) (1) and (2) hereof.

(c) *Applications for delivery of butyl alcohol.* (1) Persons seeking delivery of and producers seeking to use butyl alcohol pursuant to the provisions of paragraph (b) (2) (i) above shall make application therefor on Form PD–505 at the times and in the manner prescribed in said Form.

(2) Persons seeking delivery of butyl alcohol pursuant to the provisions of paragraph (b) (2) (ii) above shall certify to the deliveror that the quantities sought are within the limitations (applicable to deliverees) set forth in said paragraph (b) (2) (ii).

(d) *Reports.* Producers and distributors shall file Form PD–506 at the times and in the manner prescribed in said form. Additional reports shall be made at such times and on such forms as shall be prescribed therefor by the Chemical Branch of the War Production Board.

(e) *Transactions outside of the continental United States.* Nothing in this order contained shall apply to transactions in butyl alcohol originating and completed outside of the continental United States.

(f) *Restrictions on production of butyl alcohol.* Except as may be otherwise directed by the Director of Industry Operations, no producer shall produce butyl alcohol from molasses (as defined in General Preference Order M–54, amended) unless his equipment and facilities capable of producing butyl alcohol from corn or grain are being utilized to the fullest extent possible in the production of butyl alcohol from corn or grain.

(g) *Notification of customers.* Producers and distributors of butyl alcohol shall, as soon as practicable, notify each of their regular customers of the requirements of this Order, but the failure to give such notice shall not excuse any such person from complying with the terms thereof.

(h) *Applicability of Priorities Regulation No. 1.* This order and all transactions affected thereby are subject to the provisions of Priorities Regulation No. 1 (Part 944), as amended from time to time, except to the extent that any provision hereof may be inconsistent therewith, in which case the provisions of this order shall govern.

(i) *Violations.* Any person who wilfully violates any provision of this order, or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, material under priority control and may be deprived of priorities assistance.

(j) *Appeals.* Any person affected by this order who considers that compliance therewith would work an exceptional and unreasonable hardship upon him, or that it would result in a degree of unemployment which would be unreasonably disproportionate compared with the amount of butyl alcohol conserved, or that compliance with this order would disrupt or impair a program of conversion from non-defense to defense work, may appeal to the Director of Industry Operations by addressing a letter to the War Production Board, Chemicals

Branch, Reference M–159, setting forth the pertinent facts and the reason he considers he is entitled to relief. The Director of Industry Operations may thereupon take such action as he deems appropriate. (P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527, E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 28th day of May 1942.

J. S. KNOWLSON,
Director of Industry Operations.

[F. R. Doc. 42–4990; Filed, May 28, 1942; 4:07 p. m.]

PART 1070—MUSICAL INSTRUMENTS

SUPPLEMENTARY LIMITATION ORDER L–37–A

§ 1070.2 *Supplementary Limitation Order L–37–a*—(a) *Definitions.* For the purposes of this supplementary order the definitions enumerated in paragraph (a) of General Limitation Order L–37[1] are superseded by the following:

(1) "Musical instrument" means any manufactured instrument designed primarily to produce music, including any electrically amplified musical instrument and any amplifier therefor, except radios, phonographs, radio-phonographs and articles designed primarily as toys.

(2) "Component part" means any part of a musical instrument which is necessary in order to play the musical instrument.

(3) "Replacement part" means any component part of a musical instrument which is not manufactured or assembled for use in the production or assembly of a new musical instrument.

(4) "Essential accessory" means any item which is not a component part of a musical instrument, but which is used in connection with a musical instrument and is necessary in order to play the musical instrument.

(5) "Non-essential accessory" means any item which is used in connection with a musical instrument but which is not necessary in order to play the musical instrument.

(6) "Critical materials" means iron, steel, lead, zinc, magnesium, aluminum, rubber, copper and copper base alloys, tin, phenol formaldehyde plastics, methyl methacrylate plastics, neoprene, cork, nickel and chromium.

(7) "Critical materials used" means the aggregate weight of critical material when first put into production by any producer, whether in the form of raw materials or contained in fabricated parts.

(8) "Producer" means any person engaged in the fabrication, assembling, or any other operation or process connected with the manufacture or assembly of musical instruments, component parts, replacement parts, essential accessories, or non-essential accessories.

(9) "Wholesaler" means any person, jobber, dealer and any wholly or partially owned branch, subdivision or subsidiary thereof, and any wholly or partially owned factory branch or outlet of any producer more than 30% of whose sales, by dollar volume, of musical instruments during the calendar year 1941 were made for resale or redistribution by other persons.

(b) *Restrictions after May 31, 1942.* (1) During the period of three months beginning June 1, 1942 and ending August 31, 1942, and during each successive period of three months, no producer shall use in his aggregate production of musical instruments, component parts, replacement parts or essential accessories more critical materials in the aggregate then the sum of the following:

(i) 18¾% of the critical materials used by him during the calendar year 1940 in the manufacture of:

(*a*) All musical instruments containing 12½% or less of critical materials by weight, and

(*b*) Component parts for those musical instruments included in paragraph (b) (1) (i) (*a*), and

(c) Replacement parts for all musical instruments, plus

(ii) 8¾% of critcal materials used by him during the calendar year 1940 in the manufacture of essential accessories. *Provided, however,*

(*a*) That no producer shall manufacture or assemble any musical instrument containing more than 10% of critical materials by weight, and

(*b*) That no producer shall manufacture or assemble any essential accessory containing more than 10% of critical materials by weight.

(2) On and after June 1, 1942, no producer shall manufacture or assemble any non-essential accessory containing any critical materials: *Provided, however,* That a producer may use a minimum quantity of iron or steel for those nails, bolts, nuts, screws, clasps, rivets or other joining hardware which are required to manufacture or assemble any non-essential accessory to the extent that the aggregate amounts of all joining hardware entering into the manufacture or assembly of any non-essential accessory does not exceed 5% of the total weight of such product when completed.

(3) On and after June 1, 1942, no producer shall manufacture or assemble any musical instrument, component part, replacement part, essential accessory or non-essential accessory which contains any amount of any one or more of the following materials: magnesium, aluminum, rubber, copper (except in brass), tin, phenol formaldehyde plastics, methyl methacrylate plastics, neoprene, cork, nickel and chromium.

(c) *Permitted assembly of any partially completed musical instrument.* Nothing in this order is intended to prohibit the completion of any musical instrument, essential or non-essential accessory, the manufacture or assembly of which was commenced prior to the effective date of this supplementary order: *Provided, however,*

(1) That no producer shall use any critical material which is not contained in his inventories in fabricated or semi-fabricated form;

(2) That no producer shall use in the aggregate to complete the manufacture or assembly of any piano or organ more fabricated or semi-fabricated critical materials than 66⅔% of the amount of such materials which he is permitted to use under the terms of L–37;

(3) That no producer shall use in the aggregate to complete the manufacture or assembly of any other musical instrument containing more than 10% of critical materials more fabricated or semi-fabricated critical materials than 33⅓% of the amount of such critical materials which he is permitted to use under the terms of L–37;

(4) That on and after July 31, 1942, no producer shall complete the manufacture or assembly of any piano or organ;

(5) That on and after June 30, 1942, no producer shall complete the manufacture or assembly of any essential or non-essential accessory or any musical instrument containing more than 10% by weight, of critical materials.

(d) *Sale of new musical instruments prohibited.* No producer or wholesaler shall sell, deliver, or in any other way transfer the physical possession of, or title to, any musical instrument, listed in Schedule A, to which he has title, except:

(1) For delivery to Purchasing Officers of the Armed Forces of the United States;

(2) To transfer any such musical instrument back to the person from whom he had acquired it;

(3) To deliver to its immediate destination any such musical instrument which is actually in transit on the effective date of this order;

(4) To transfer the title to any such musical instrument either for security purposes only or to complete a conditional sale or similar security transaction.

(e) *Sale of critical materials prohibited.* No producer shall sell, deliver, transfer or ship to any person any critical materials or any material the use of which in the manufacture of any item covered by this order is prohibited, except:

(1) If such critical materials are contained in the part of any musical instrument, component part, replacement part thereof or essential accessory which he is permitted to manufacture under the terms of this order; or

(2) To any other producer of any musical instrument, component part, replacement part thereof or essential accessory for use in the manufacture of such products or parts to the extent that such producer is not prohibited by the terms of this order or any other order heretofore or hereafter issued by the Director of Priorities or the Director of Industry Operations; or

(3) To fill an order for such critical materials placed with such producer bearing a duly applied preference rating of A–1–k or higher; or

(4) To the Defense Supplies Corporation, Metals Reserve Company, or any other corporation organized under section 5 (d) of the Reconstruction Finance Corporation Act, as amended, or to any person acting as agent for any such corporation.

[1] 7 F.R. 1066.

(f) *Reports.* (1) Within fifteen days after the effective date of this order, each producer and wholesaler, to whom paragraph (d) applies, shall file in triplicate with the War Production Board on Form PD–498 a complete and itemized list, enumerating the quantity of each type of musical instrument, enumerated in Schedule A, to which he has title.

(2) All persons and agencies affected by this order shall execute and file with the War Production Board such other reports and questionnaires as said Board shall, from time to time, request.

(g) *Violations.* Any person who wilfully violates any provision of this order, or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any Department or Agency of the United States, is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of or from processing or using material under priority control and may be deprived of priorities assistance.

(h) *Appeal.* Any person affected by this order who considers that compliance therewith would work an exceptional and unreasonable hardship upon him, or that it would result in a serious problem of unemployment in the community, or that compliance with this order would disrupt or impair, a program of conversion from non-defense to defense work may apply for relief by filling and completing Form PD–417 and forwarding the same to the War Production Board, Washington, D. C., Ref.: L–37–a. The Director of Industry Operations may thereupon take such action as he deems appropriate.

(i) *Effect on other orders.* The provisions of this Supplementary Limitation Order shall govern the manufacture and assembly of all musical instruments, component parts, replacement parts and essential accessories, the provisions of Conservation Orders M–9–c [2] and M–43–a,[3] as amended, to the contrary notwithstanding.

(j) *Applicability of the provisions of General Limitation Order L–37.* Except as hereinabove provided, this Supplementary Order is subject in every respect to all provisions of General Limitation Order L–37, which shall remain in effect except that the provisions of paragraphs (a) and (b) shall cease to apply after May 31, 1942. (P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 29th day of May 1942.

J. S. KNOWLSON,
Director of Industry Operations.

SCHEDULE A

Altos, E-flat, upright.
Baritones, B-flat, upright.
Bell Lyras.
Bugles in G with slide to F.
Clarinets, B-flat.
Clarinets, E-flat.
Cornets, B-flat.
Cymbals, 15" and 12".
Cymbals, crush, Chinese, 14".
Drums, Bass, band, 14 x 32.
Drums, Snare, band, 6½ x 15.
Drums, Bass, field, 12 x 30.
Drums, Snare, field, 12 x 15.
Euphoniums, B-flat.
Fifes, metal, B-flat.
Flutes, C.
French Horns, double, F and B-flat.
French Horns, single, F.
Mellophones, E-flat.
Piccolos, D-flat.
Saxophones, B-flat, tenor.
Saxophones, E-flat, alto.
Saxophones, E-flat, baritone.
Sousaphones, BB-flat and E-flat.
Triangles, 8".
Trombones, B-flat.
Trumpets, B-flat.

[F. R. Doc. 42–5005; Filed, May 29, 1942; 10:47 a. m.]

[2] 7 F.R. 3424, 3660, 3745.
[3] 7 F.R. 2127, 2629, 2759.

PART 1076—PLUMBING AND HEATING SIMPLIFICATION

ELECTRIC SUMP PUMPS AND ELECTRIC CELLAR DRAINERS

[Schedule X to Limitation Order L–42]

§ 1076.12 *Schedule X to Limitation Order L–42* [1]—(a) *Definitions.* For the purposes of this Schedule:

(1) "Producer" means any person who manufactures, processes, fabricates or assembles electric sump pumps and/or electric cellar drainers.

(2) "Copper base alloy" means any alloy which contains 40% or more copper by weight.

(b) *Simplified practices.* Pursuant to Limitation Order No. L–42 the following simplified practices are hereby established for the manufacture of electric sump pumps and electric cellar drainers:

(1) No brass or copper tubing shall be used in the pump standard;

(2) No copper or copper base alloy shall be used in the upper and lower parts of the impeller housing and pump base;

(3) No copper or copper base alloy shall be used in the float rod assembly;

(4) No copper or copper base alloy shall be used in the float;

(5) No copper or copper base alloy shall be used in the impeller;

(6) Metallic cover shall be eliminated.

(c) *Effective date of simplified practices; exceptions.* On and after June 16, 1942, no electric sump pumps and electric cellar drainers which do not conform to the practices established by paragraph (b) hereof shall be produced or delivered by any producer or accepted by any person from any such producer, except with the express permission of the Director of Industry Operations: *Provided, however,* That the foregoing shall not prohibit the delivery by any producer of such pumps or drainers as were in his stock in finished form on June 16, 1942, or which had, on said date, been cast, machined or otherwise processed in such manner that their manufacture in conformity with this Schedule would be impractical, nor the receipt of such pumps or drainers from such producer: *And provided further,* That the foregoing restrictions shall not apply to the use of brass, copper or copper base alloy in any electric sump pump or electric cellar drainer which is being produced for purchase by or for the account of the Army or Navy of the United States, the United States Maritime Commission, or the Coast Guard, where the use of such materials to the extent employed is required by the specifications (including performance specifications) of the Army or Navy of the United States, the United States Maritime Commission, or the Coast Guard, applicable to the contract, subcontract or purchase order.

(d) *Records covering excepted articles.* Each producer of electric sump pumps or electric cellar drainers shall retain in his files records showing his inventory of excepted electric sump pumps or electric cellar drainers as of June 16, 1942, and such records shall be kept readily available and open to audit and inspection by duly authorized representatives of the War Production Board. (P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 29th day of May 1942.

J. S. KNOWLSON,
Director of Industry Operations.

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[1] 7 F.R. 951.

PART 1158—INDUSTRIAL MACHINERY

[Amendment 1 to General Limitation Order L–83, as Amended]

Items 15 and 16 of List A to General Limitation Order L–83,[1] as amended (§ 1158.1), are amended to read as follows:

§ 1158.1 *General Limitation Order L–83.*

* * * * *

LIST A

* * * * *

15. Coffee grinding machinery, one horsepower and over, on orders for a single machine of a value in excess of $50.

16. Food slicing and grinding machinery, one horsepower and over, on orders for a single machine of a value in excess of $50: *Provided, however,* That there shall be excluded from the terms of this order orders for machinery to which a preference rating has been legally applied pursuant to the terms of Preference Rating Order P–115.

* * * * *

(P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024; 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

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J. S. KNOWLSON,
Director of Industry Operations.

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[1] 7 F.R. 3715.

Chapter XI—Office of Price Administration

PART 1388—DEFENSE-RENTAL AREAS

[Maximum Rent Regulation No. 1]

HOUSING ACCOMMODATIONS OTHER THAN HOTELS AND ROOMING HOUSES IN A PORTION OF THE SAN DIEGO DEFENSE-RENTAL AREA

In the judgment of the Administrator, rents for housing accommodations within that portion of the San Diego Defense-Rental Area designated in the Designation and Rent Declaration (§§ 1388.1 to 1388.5, inclusive) issued by the Administrator on March 2, 1942 (consisting of the Judicial Townships of Encinitas, National and San Diego, in their entireties, and that part of the Judicial Township of El Cajon lying west of the Cleveland National Forest, all in the County of San Diego, in the State of California), have not been reduced and stabilized by State or local regulation, or otherwise, in accordance with the recommendations set forth in said Designation and Rent Declaration.

It is the judgment of the Administrator that by April 1, 1941 defense activities already had resulted in increases in rents for housing accommodations within the said portion of the San Diego Defense-Rental Area inconsistent with the purposes of the Emergency Price Control Act of 1942. The Administrator has therefore ascertained and given due consideration to the rents prevailing for housing accommodations within the said portion of the San Diego Defense-Rental Area on or about January 1, 1941; and it is his judgment that the most recent date which does not reflect increases in rents for such housing accommodations inconsistent with the purposes of the Act is on or about that date. The Administrator has made adjustments for such relevant factors as he has determined and deemed to be of general applicability in respect of such housing accommodations, including increases or decreases in property taxes and other costs.

In the judgment of the Administrator the maximum rents established by this Maximum Rent Regulation No. 1 for housing accommodations within the said portion of the San Diego Defense-Rental Area will be generally fair and equitable and will effectuate the purposes of the Emergency Price Control Act of 1942.

Therefore, under the authority vested in the Administrator by the Act, this Maximum Rent Regulation No. 1 is hereby issued.

AUTHORITY: §§ 1388.11 to 1388.24, inclusive, issued under Pub. Law 421, 77th Congress.

§ 1388.11 *Scope of regulation.* (a) This Maximum Rent Regulation No. 1 establishes the maximum rents which may be demanded or received for use or occupancy on and after June 1, 1942, of all housing accommodations within that portion of the San Diego Defense-Rental Area designated in the Designation and Rent Declaration (§§ 1388.1 to 1388.5, inclusive) issued by the Administrator on March 2, 1942 (consisting of the Judicial Townships of Encinitas, National and San Diego, in their entireties, and that part of the Judicial Township of El Cajon lying west of the Cleveland National Forest, all in the County of San Diego, in the State of California—hereinafter referred to in this Maximum Rent Regulation No. 1 as the "Defense-Rental Area"), except as provided in paragraph (b) of this section.

(b) This Maximum Rent Regulation No. 1 does not apply to the following:

(1) Housing accommodations situated on a farm and occupied by a tenant who is engaged for a substantial portion of his time in farming operations thereon;

(2) Dwelling space occupied by domestic servants, caretakers, managers, or other employees to whom the space is provided as part of their compensation and who are employed for the purpose of rendering services in connection with the premises of which the dwelling space is a part;

(3) Housing accommodations within hotels or rooming houses; provided that this Maximum Rent Regulation No. 1 does apply to premises or structures though used as hotels or rooming houses.

(c) The provisions of any lease or other rental agreement shall remain in force pursuant to the terms thereof, except insofar as those provisions are inconsistent with this Maximum Rent Regulation No. 1.

(d) An agreement by the tenant to waive the benefit of any provision of this Maximum Rent Regulation No. 1 is void. A tenant shall not be entitled by reason of this Maximum Rent Regulation No. 1 to refuse to pay or to recover any portion of any rents due or paid for use or occupancy prior to June 1, 1942.

§ 1388.12 *Prohibition against higher than maximum rents.* Regardless of any contract, agreement, lease or other obligation heretofore or hereafter entered into, no person shall demand or receive any rent for use or occupancy on and after June 1, 1942 of any housing accommodations with the Defense-Rental Area higher than the maximum rents provided by this Maximum Rent Regulation No. 1; and no person shall offer, solicit, attempt, or agree to do any of the foregoing. Lower rents than those provided by this Maximum Rent Regulation No. 1 may be demanded or received.

§ 1388.13 *Minimum services.* The maximum rents provided by this Maximum Rent Regulation No. 1 are for housing accommodations including, as a minimum, services of the same type, quantity, and quality as those provided on the date determining the maximum rent. If, on June 1, 1942, the services provided for housing accommodations are less than such minimum services, the landlord shall either restore and maintain the minimum services or, before July 1, 1942, file a petition pursuant to § 1388.15 (b) for approval of the decreased services. In all other cases the landlord shall provide the minimum services unless and until an order is entered pursuant to § 1388.15 (b) approving a decrease of such services.

§ 1388.14 *Maximum rents.* Maximum rents (unless and until changed by the Administrator as provided in § 1388.15) shall be:

(a) For housing accommodations rented on January 1, 1941, the rent for such accommodations on that date.

(b) For housing accommodations not rented on January 1, 1941, but rented at any time during the two months ending on that date, the last rent for such accommodations during that two month period.

(c) For housing accommodations not rented on January 1, 1941 nor during the two months ending on that date, but rented prior to June 1, 1942, the first rent for such accommodations after January 1, 1941. On or before July 1, 1942 every landlord of housing accommodations under this paragraph shall file a report on the form provided for each of such accommodations stating the maximum rent and such other information as may be required. The Administrator may order a decrease in the maximum rent as provided in § 1388.15 (c).

(d) For (1) newly constructed housing accommodations without priority rating first rented after January 1, 1941 and before June 1, 1942, or (2) housing accommodations changed between those dates so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations changed between those dates from unfurnished to fully furnished, or from fully furnished to unfurnished, or (4) housing accommodations substantially changed between those dates by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, the first rent for such accommodations after such construction or change: *Provided, however,* That, where such first rent was fixed by a lease which was in force at the time of a major capital improvement, the maximum rent shall be the first rent after termination of such lease. On or before July 1, 1942, every landlord of housing accommodations under this paragraph shall file a report on the form provided for each of such accommodations stating the maximum rent and such other information as may be required. The Administrator may order a decrease in the maximum rent as provided in § 1388.15 (c).

(e) For (1) newly constructed housing accommodations without priority rating first rented on or after June 1, 1942, or (2) housing accommodations changed on or after that date so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommoda-

tions not rented at any time between November 1, 1940 and June 1, 1942, the rent fixed by the Administrator. The landlord shall, prior to renting and in time to allow 15 days for action thereon, file a petition requesting the Administrator to enter an order fixing the maximum rent therefor. Such order shall be entered on the basis of the rent which the Administrator finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on January 1, 1941. In cases involving construction due consideration shall be given to increased costs of construction, if any, since January 1, 1941.

If no order is entered on such petition within 15 days after filing, the landlord may rent such accommodations and the first rent therefor shall be the maximum rent. Within 5 days after so renting, the landlord shall report the maximum rent. The Administrator may order a decrease in such maximum rent as provided in § 1388.15 (c).

(f) For housing accommodations constructed with priority rating from the United States or any agency thereof for which the rent has been heretofore or is hereafter approved by the United States or any agency thereof, the rent so approved but in no event more than the first rent for such accommodations.

(g) For housing accommodations owned by the United States or any agency thereof, or any corporation owned thereby, or by the State of California or any of its political subdivisions or any agency of any of the foregoing, the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on Janury 1, 1941, as determined by the owner of such accommodations. The Administrator may order a decrease in the maximum rent as provided in § 1388.15 (c).

§ 1388.15 *Adjustments and other determinations.* In the circumstances enumerated in this section, the Administrator may issue an order changing the maximum rents otherwise allowable or the minimum services required. In those cases involving a major capital improvement, an increase or decrease in the furniture, furnishings or equipment, an increase or decrease of services, or a deterioration, the adjustment in the maximum rent shall be the amount the Administrator finds would have been on January 1, 1941 the difference in the rental value of the housing accommodations by reason of such change. In all other cases, except those under paragraphs (a) (7) and (c) (6) of this section, the adjustment shall be on the basis of the rent which the Administrator finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on January 1, 1941. In cases involving construction due consideration shall be given to increased costs of construction, if any, since January 1, 1941. In cases under paragraphs (a) (7) and (c) (6) of this section the adjustment shall be on the basis of the rents which the Administrator finds were generally prevailing in the Defense-Rental Area for comparable housing accommodations during the year ending on January 1, 1941.

(a) Any landlord may file a petition for adjustment to increase the maximum rent otherwise allowable, only on the grounds that:

(1) There has been on or after June 1, 1942 a substantial change in the housing accommodations by a major capital improvement as distinguished from ordinary repair, replacement and maintenance.

(2) There was, prior to January 1, 1941 and within the six months ending on that date, a substantial change in the housing accommodations by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, and the rent on January 1, 1941 was fixed by a lease which was in force at the time of such change.

(3) There has been a substantial increase in the services, furniture, furnishings or equipment provided with the housing accommodations since the date or order determining its maximum rent.

(4) The rent on the date determining the maximum rent was materially affected by the blood, personal or other special relationship between the landlord and the tenant and as a result was substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on January 1, 1941.

(5) There was in force on January 1, 1941 a written lease, which had been in force for more than one year on that date, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on January 1, 1941; *Provided:* That no increase shall be granted while the lease remains in force.

(6) The rent on the date determining the maximum rent was established by a written lease which provided for a substantially higher rent at other periods during the term of such lease: *Provided,* That no increase shall be granted in excess of the rent provided by said lease while it remains in force.

(7) The rent on the date determining the maximum rent was substantially lower than at other times of year by reason of seasonal demand for such housing accommodations. In such cases the Administrator's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(b) If, on June 1, 1942, the services provided for housing accommodations are less than those provided on the date determining the maximum rent, the landlord shall either restore the services to those provided on the date determining the maximum rent and maintain such services or, before July 1, 1942, file a petition requesting approval of the decreased services. Except as above provided, the landlord shall maintain the minimum services unless and until he has filed a petition to decrease services and an order permitting a decrease has been entered thereon; however, if it is impossible to provide the minimum services, he shall file a petition within five days after the change of services occurs. The order on any petition under this paragraph may require an appropriate adjustment in the maximum rent.

(c) The Administrator at any time, on his own initiative or on application of the tenant, may order a decrease of the maximum rent otherwise allowable, only on the grounds that:

(1) The maximum rent for housing accommodations under paragraphs (c), (d), or (g) of § 1388.14 is higher than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on January 1, 1941; or the maximum rent for housing accommodations under paragraph (e) of § 1388.14 for which the rent was not fixed by the Administrator is higher than such generally prevailing rent.

(2) There has been a substantial deterioration of the housing accommodations other than ordinary wear and tear since the date or order determining its maximum rent.

(3) There has been a substantial decrease in the services, furniture, furnishings or equipment provided with the housing accommodations since the date or order determining its maximum rent.

(4) The rent on the date determining the maximum rent was materially affected by the blood, personal or other special relationship between the landlord and the tenant and as a result was substantially higher than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on January 1, 1941.

(5) The rent on the date determining the maximum rent was established by a written lease which provided for a substantially lower rent at other periods during the term of such lease.

(6) The rent on the date determining the maximum rent was substantially higher than at other times of year by reason of seasonal demand for such housing accommodations. In such cases the Administrator's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(d) If the rent on the date determining the maximum rent, or any other fact necessary to the determination of the maximum rent, is in dispute between the landlord and the tenant, or is in doubt, or is not known, the Administrator on petition of the landlord filed prior to July 1, 1942, or at any time on his own initiative, may enter an order fixing the maximum rent by determining such fact; or if the Administrator is unable to ascertain such fact he shall enter the order on the basis of the rent which he

finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on January 1, 1941.

(e) Where, at the expiration or other termination of an underlying lease or other rental agreement, housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons occupying under a rental agreement with the tenant, the landlord may rent the entire premises for use by similar occupancy for a rent not in excess of the aggregate maximum rents of the separate dwelling units, or may rent the separate dwelling units for rents not in excess of the maximum rents applicable to such units.

Where housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons occupying under a rental agreement with the tenant, the tenant may petition the Administrator for leave to exercise any right he would have except for this Maximum Rent Regulation No. 1 to sell his underlying lease or other rental agreement. The Administrator may grant such petition if he finds that the sale will not result, and that sales of such character would not be likely to result, in the circumvention or evasion of the Act or this Maximum Rent Regulation No. 1. He may require that the sale be made on such terms as he deems necessary to prevent such circumvention or evasion.

§1388.16 *Restrictions on removal of tenant.* (a) So long as the tenant continues to pay the rent to which the landlord is entitled, no tenant shall be removed from any housing accommodations, by action to evict or to recover possession, by exclusion from possession, or otherwise, nor shall any person attempt such removal or exclusion from possession, notwithstanding that such tenant has no lease or that his lease or other rental agreement has expired or otherwise terminated, unless:

(1) The tenant, who had a written lease or other written rental agreement, has refused upon demand of the landlord to execute a written extension or renewal thereof for a further term of like duration but not in excess of one year but otherwise on the same terms and conditions as the previous lease or agreement except insofar as such terms and conditions are inconsistent with this Maximum Rent Regulation No. 1; or

(2) The tenant has unreasonably refused the landlord access to the housing accommodations for the purpose of inspection or of showing the accommodations to a prospective purchaser, mortgagee or prospective mortgagee, or other person having a legitimate interest therein: *Provided, however,* That such refusal shall not be ground for removal or eviction if such inspection or showing of the accommodations is contrary to the provisions of the tenant's lease or other rental agreement; or

(3) The tenant (i) has violated a substantial obligation of his tenancy, other than an obligation to pay rent, and has continued, or failed to cure, such violation after written notice by the landlord that the violation cease, or (ii) is committing or permitting a nuisance or is using or permitting a use of the housing accommodations for an immoral or illegal purpose; or

(4) The tenant's lease or other rental agreement has expired or otherwise terminated, and at the time of termination the housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons who occupied under a rental agreement with the tenant; or

(5) The landlord seeks in good faith to recover possession for the immediate purpose of demolishing the housing accommodations or of substantially altering or remodeling it in a manner which cannot practicably be done with the tenant in occupancy and the plans for such alteration or remodeling have been approved by the proper authorities, if such approval is required by local law; or

(6) The landlord seeks in good faith to recover possession of the housing accommodations for immediate use and occupancy as a dwelling by himself, his family or dependents; or he has in good faith contracted in writing to sell the accommodations for immediate use and occupancy by a purchaser, who in good faith has represented in writing that he will use the accommodations as a dwelling for himself, his family or dependents; or the landlord seeks in good faith not to offer the housing accommodations for rent. If a tenant has been removed or evicted under this paragraph (a) (6) from housing accommodations, such accommodations shall not be rented for a period of six months after such removal or eviction without permission of the Administrator. The landlord may petition the Administrator for permission to rent the accommodations during such six month period, and the Administrator shall grant such permission if he finds that the action was in good faith and not for the purpose of evading any provision of the Act or this Maximum Rent Regulation No. 1.

(b) No tenant shall be removed or evicted on grounds other than those stated above unless, on petition of the landlord, the Administrator certifies that the landlord may pursue his remedies in accordance with the requirements of the local law. The Administrator shall so certify if the landlord establishes that removals or evictions of the character proposed are not inconsistent with the purposes of the Act or this Maximum Rent Regulation No. 1 and would not be likely to result in the circumvention or evasion thereof.

(c) Where a tenant is removed or evicted under the provisions of paragraph (a) (4) of this section, or where the tenant's interest in the housing accommodations has terminated because the landlord has sought a higher rent as authorized by § 1388.15 (e), and at the time of such removal, eviction or termination the housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons who occupied under a rental agreement with the tenant, such subtenants or other occupants shall be deemed to become the tenants of the landlord on the same terms and conditions, consistent with this Maximum Rent Regulation No. 1, as they would have held from the tenant if his tenancy had continued and their maximum rents shall remain unchanged: *Provided, however,* That this paragraph shall not prevent the removal or eviction of a subtenant or other such occupant where the tenant rented to such person in violation of the obligations of his tenancy. Persons who continue in occupancy under this paragraph may be removed or evicted as provided in this section.

(d) At the time of commencing any action to remove or evict a tenant (except an action based on non-payment of a rent not in excess of the maximum rent) the landlord shall give written notice thereof to the Area Rent Office stating the title and number of the case, the court in which it is filed, the name and address of the tenant and the grounds on which eviction is sought.

(e) No provision of this section shall be construed to authorize the removal of a tenant unless such removal is authorized under the local law.

§ 1388.17 *Registration.* On or before July 1, 1942, or within 30 days after the property is first rented, whichever date is the later, every landlord of housing accommodations rented or offered for rent shall file in triplicate a written statement on the form provided therefor to be known as a registration statement. The statement shall identify each dwelling unit and specify the maximum rent provided by this Maximum Rent Regulation No. 1 for such dwelling unit and shall contain such other information as the Administrator shall require. The original shall remain on file with the Administrator and he shall cause one copy to be delivered to the tenant and one copy, stamped to indicate that it is a correct copy of the original, to be returned to the landlord. In any subsequent change of tenancy the landlord shall exhibit to the new tenant his stamped copy of the registration statement, and shall obtain the tenant's signature and the date thereof on the back of such statement. Within five days after renting to a new tenant, the landlord shall file a notice on the form provided therefor, on which he shall obtain the tenant's signature, stating that there has been a change in tenancy, that the stamped copy of the registration statement has been exhibited to the new tenant and that the rent for such accommodations is in conformity therewith.

No payment of rent need be made unless the landlord tenders a receipt for the amount to be paid.

When the maximum rent is changed by order of the Administrator the landlord shall deliver his stamped copy of the registration statement to the Area Rent Office for appropriate action reflecting such change.

§ 1388.18 *Inspection.* Any tenant or any person who rents or offers for rent or acts as a broker or agent for the rental of housing accommodations shall permit such inspection of the accommodations by the Administrator as he may, from to time, require.

§ 1388.19 *Evasion.* The maximum rents and other requirements provided in this Maximum Rent Regulation No. 1 shall not be evaded, either directly or indirectly, in connection with the renting or leasing or the transfer of a lease of housing accommodations, by way of absolute or conditional sale, sale with purchase money or other form of mortgage, or sale with option to repurchase, or by modification of the practices relating to payment of commissions or other charges, or by modification of the services furnished with housing accommodations, or otherwise.

§ 1388.20 *Enforcement.* Persons violating any provision of this Maximum Rent Regulation No. 1 are subject to criminal penalties, civil enforcement actions and suits for treble damages as provided for by the Act.

§ 1388.21 *Procedure.* All registration statements, reports and notices provided for by this Maximum Rent Regulation No. 1 shall be filed with the Area Rent Office. All landlord's petitions and tenant's applications shall be filed with such office in accordance with Procedural Regulation No. 3 (§§ 1300.201 to 1300.247, inclusive).

§ 1388.22 *Petitions for amendment.* Persons seeking any amendment of general applicability to any provision of this Maximum Rent Regulation No. 1 may file petitions therefor in accordance with Procedural Regulation No. 3 (§§1300.201 to 1300.247, inclusive).

§ 1388.23 *Definitions.* (a) When used in this Maximum Rent Regulation No. 1:

(1) The term "Act" means the Emergency Price Control Act of 1942.

(2) The term "Administrator" means the Price Administrator of the Office of Price Administration, or the Rent Director or such other person or persons as the Administrator may appoint or designate to carry out any of the duties delegated to him by the Act.

(3) The term "Rent Director" means the person designated by the Administrator as director of the San Diego Defense-Rental Area or such person or persons as may be designated to carry out any of the duties delegated to the Rent Director by the Administrator.

(4) The term "Area Rent Office" means the office of the Rent Director in the San Diego Defense-Rental Area.

(5) The term "person" includes an individual, corporation, partnership, association, or any other organized group of persons, or legal successor or representative of any of the foregoing, and includes the United States or any agency thereof, or any other government, or any of its political subdivisions, or any agency of any of the foregoing.

(6) The term "housing accommodations" means any building, structure, or part thereof, or land appurtenant thereto, or any other real or personal property rented or offered for rent for living or dwelling purposes, together with all privileges, services, furnishings, furniture, equipment, facilities and improvements connected with the use or occupancy of such property.

(7) The term "services" includes repairs, decorating and maintenance, the furnishing of light, heat, hot and cold water, telephone, elevator service, window shades, and storage, kitchen, bath, and laundry facilities and privileges, maid service, linen service, janitor service, the removal of refuse and any other privilege or facility connected with the use or occupancy of housing accommodations.

(8) The term "landlord" includes an owner, lessor, sublessor, assignee or other person receiving or entitled to receive rent for the use or occupancy of any housing accommodations, or an agent of any of the foregoing.

(9) The term "tenant" includes a subtenant, lessee, sublessee, or other person entitled to the possession or to the use or occupancy of any housing accommodations.

(10) The term "rent" means the consideration, including any bonus, benefit, or gratuity, demanded or received for the use or occupancy of housing accommodations or for the transfer of a lease of such accommodations.

(11) The term "hotel" means any establishment generally recognized as such in its community, containing more than 50 rooms and used predominantly for transient occupancy.

(12) The term "rooming house" means, in addition to its customary usage, a building or portion of a building other than a hotel in which a furnished room or rooms not constituting an apartment are rented on a short time basis of daily, weekly or monthly occupancy to more than two paying tenants not members of the landlord's immediate family. The term includes boarding houses, dormitories, auto camps, trailers, residence clubs, tourist homes or cabins, and all other establishments of a similar nature.

(b) Unless the context otherwise requires, the definitions set forth in Section 302 of the Emergency Price Control Act of 1942 shall apply to other terms used in this Maximum Rent Regulation No. 1.

§ 1388.24 *Effective date of the regulation:* This Maximum Rent Regulation No. 1 (§§ 1388.11 to 1388.24, inclusive) shall become effective June 1, 1942.

Issued this 27th day of May, 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-4923; Filed, May 27, 1942; 3:45 p. m.]

PART 1388—DEFENSE-RENTAL AREAS

[Maximum Rent Regulation No. 2]

HOUSING ACCOMMODATIONS OTHER THAN HOTELS AND ROOMING HOUSES IN A PORTION OF THE WATERBURY DEFENSE-RENTAL AREA

In the judgment of the Administrator, rents for housing accommodations within that portion of the Waterbury Defense-Rental Area designated in the Designation and Rent Declaration (§§ 1388.51 to 1388.55, inclusive) issued by the Administrator on March 2, 1942 (consisting of the Towns of Plymouth, Thomaston, and Watertown, in the County of Litchfield; and the Towns of Beacon Falls, Cheshire, Middlebury, Naugatuck, Prospect, Waterbury, and Wolcott, in the County of New Haven, all in the State of Connecticut), have not been reduced and stabilized by State or local regulation, or otherwise, in accordance with the recommendations set forth in said Designation and Rent Declaration.

The Administrator has ascertained and given due consideration to the rents prevailing for housing accommodations within the said portion of the Waterbury Defense-Rental Area on or about April 1, 1941. It is his judgment that defense activities had not resulted in increases in rents for such housing accommodations inconsistent with the purposes of the Emergency Price Control Act of 1942 prior to April 1, 1941, but did result in such increases commencing on or about that date. The Administrator has made adjustments for such relevant factors as he has determined and deemed to be of general applicability in respect of such housing accommodations, including increases or decreases in property taxes and other costs.

In the judgment of the Administrator the maximum rents established by this Maximum Rent Regulation for housing accommodations within the said portion of the Waterbury Defense-Rental Area will be generally fair and equitable and will effectuate the purposes of the Emergency Price Control Act of 1942.

Therefore, under the authority vested in the Administrator by the Act, this Maximum Rent Regulation No. 2 is hereby issued.

AUTHORITY: §§ 1388.61 to 1388.74, inclusive, issued under Pub. Law 421, 77th Cong.

§ 1388.61 *Scope of regulation.* (a) This Maximum Rent Regulation No. 2 establishes the maximum rents which may be demanded or received for use or occupancy on and after June 1, 1942 of all housing accommodations within that portion of the Waterbury Defense-Rental Area designated in the Designation and Rent Declaration (§§ 1388.51 to 1388.55, inclusive) issued by the Administrator on March 2, 1942 (consisting of the Towns of Plymouth, Thomaston, and Watertown, in the County of Litchfield; and the Towns of Beacon Falls, Cheshire, Middlebury, Naugatuck, Prospect, Waterbury, and Wolcott, in the County of New Haven, all in the State of Connecticut—hereinafter referred to in this Maximum Rent Regulation No. 2 as the "Defense-Rental Area"), except as provided in paragraph (b) of this section.

(b) This Maximum Rent Regulation No. 2 does not apply to the following:

(1) Housing accommodations situated on a farm and occupied by a tenant who is engaged for a substantial portion of his time in farming operations thereon;

(2) Dwelling space occupied by domestic servants, caretakers, managers, or other employees to whom the space is provided as part of their compensation and who are employed for the purpose of rendering services in connection with the premises of which the dwelling space is a part;

(3) Housing accommodations within hotels or rooming houses: *Provided*, That this Maximum Rent Regulation No. 2 does apply to premises or structures though used as hotels or rooming houses.

(c) The provisions of any lease or other rental agreement shall remain in force pursuant to the terms thereof, except insofar as those provisions are inconsistent with this Maximum Rent Regulation No. 2.

(d) An agreement by the tenant to waive the benefit of any provision of this Maximum Rent Regulation No. 2 is void. A tenant shall not be entitled by reason of this Maximum Rent Regulation No. 2 to refuse to pay or to recover any portion of any rents due or paid for use or occupancy prior to Jnne 1, 1942.

§ 1388.62 *Prohibition against higher than maximum rents.* Regardless of any contract, agreement, lease or other obligation heretofore or hereafter entered into, no person shall demand or receive any rent for use or occupancy on and after June 1, 1942 of any housing accommodations within the Defense-Rental Area higher than the maximum rents provided by this Maximum Rent Regulation No. 2; and no person shall offer, solicit, attempt, or agree to do any of the foregoing. Lower rents than those provided by this Maximum Rent Regulation No. 2 may be demanded or received.

§ 1388.63 *Minimum services.* The maximum rents provided by this Maximum Rent Regulation No. 2 are for housing accommodations including as a minimum, services of the same type, quantity, and quality as those provided on the date determining the maximum rent. If, on June 1, 1942, the services provided for housing accommodations are less than such minimum services, the landlord shall either restore and maintain the minimum services or, before July 1, 1942, file a petition pursuant to § 1388.65 (b) for approval of the decreased services. In all other cases the landlord shall provide the minimum services unless and until an order is entered pursuant to § 1388.65 (b) approving a decrease of such services.

§ 1388.64 *Maximum rents.* Maximum rents (unless and until changed by the Administrator as provided in § 1388.65) shall be:

(a) For housing accommodations rented on April 1, 1941, the rent for such accommodations on that date.

(b) For housing accommodations not rented on April 1, 1941, but rented at any time during the two months ending on that date, the last rent for such accommodations during that two month period.

(c) For housing accommodations not rented on April 1, 1941 nor during the two months ending on that date, but rented prior to June 1, 1942, the first rent for such accommodations after April 1, 1941. On or before July 1, 1942 every landlord of housing accommodations under this paragraph shall file a report on the form provided for each of such accommodations stating the maximum rent and such other information as may be required. The Administrator may order a decrease in the maximum rent as provided in § 1388.65 (c).

(d) For (1) newly constructed housing accommodations without priority rating first rented after April 1, 1941 and before June 1, 1942, or (2) housing accommodations changed between those dates so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations changed between those dates from unfurnished to fully furnished, or from fully furnished to unfurnished, or (4) housing accommodations substantially changed between those dates by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, the first rent for such accommodations after such construction or change: *Provided, however*, That, where such first rent was fixed by a lease which was in force at the time of a major capital improvement, the maximum rent shall be the first rent after termination of such lease. On or before July 1, 1942, every landlord of housing accommodations under this paragraph shall file a report on the form provided for each of such accommodations stating the maximum rent and such other information as may be required. The Administrator may order a decrease in the maximum rent as provided in § 1388.65 (c).

(e) For (1) newly constructed housing accommodations without priority rating first rented on or after June 1, 1942, or (2) housing accommodations changed on or after that date so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations not rented at any time between February 1, 1941 and June 1, 1942, the rent fixed by the Administrator. The landlord shall, prior to renting and in time to allow 15 days for action thereon, file a petition requesting the Administrator to enter an order fixing the maximum rent therefor. Such order shall be entered on the basis of the rent which the Administrator finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941. In cases involving construction due consideration shall be given to increased costs of construction, if any, since April 1, 1941.

If no order is entered on such petition within 15 days after filing, the landlord may rent such accommodations and the first rent therefor shall be the maximum rent. Within 5 days after so renting, the landlord shall report the maximum rent. The Administrator may order a decrease in such maximum rent as provided in § 1388.65 (c).

(f) For housing accommodations constructed with priority rating from the United States or any agency thereof for which the rent has been heretofore or is hereafter approved by the United States or any agency thereof, the rent so approved but in no event more than the first rent for such accommodations.

(g) For housing accommodations owned by the United States or any agency thereof, or any corporation owned thereby, or by the State of Connecticut or any of its political subdivisions or any agency of any of the foregoing, the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941, as determined by the owner of such accommodations. The Administrator may order a decrease in the maximum rent as provided in § 1388.65 (c).

§ 1388.65 *Adjustments and other determinations.* In the circumstances enumerated in this section, the Administrator may issue an order changing the maximum rents otherwise allowable or the minimum services required. In those cases involving a major capital improvement, an increase or decrease in the furniture, furnishings or equipment, an increase or decrease of services, or a deterioration, the adjustment in the maximum rent shall be the amount the Administrator finds would have been on April 1, 1941 the difference in the rental value of the housing accommodations by reason of such change. In all other cases, except those under paragraphs (a) (7) and (c) (6) of this section, the adjustment shall be on the basis of the rent which the Administrator finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941. In cases involving construction due consideration shall be given to increased costs of construction, if any, since April 1, 1941. In cases under paragraphs (a) (7) and (c) (6) of this section the adjustment shall be on the basis of the rents which the Administrator finds were generally prevailing in the Defense-Rental Area for comparable housing accommodations during the year ending on April 1, 1941.

(a) Any landlord may file a petition for adjustment to increase the maximum rent otherwise allowable, only on the grounds that:

(1) There has been on or after June 1, 1942 a substantial change in the housing accommodations by a major capital improvement as distinguished from ordinary repair, replacement and maintenance.

(2) There was, prior to April 1, 1941 and within the six months ending on that date, a substantial change in the housing accommodations by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, and the rent on April 1, 1941 was fixed by a lease which was in force at the time of such change.

(3) There has been a substantial increase in the services, furniture, furnishings or equipment provided with the housing accommodations since the date or order determining its maximum rent.

(4) The rent on the date determining the maximum rent was materially affected by the blood, personal or other special relationship between the landlord and the tenant and as a result was substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941.

(5) There was in force on April 1, 1941 a written lease, which had been in force for more than one year on that date, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941; provided that no increase shall be granted while the lease remains in force.

(6) The rent on the date determining the maximum rent was established by a written lease which provided for a substantially higher rent at other periods during the term of such lease; provided that no increase shall be granted in excess of the rent provided by said lease while it remains in force.

(7) The rent on the date determining the maximum rent was substantially lower than at other times of year by reason of seasonal demand for such housing accommodations. In such cases the Administrator's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(b) If, on June 1, 1942, the services provided for housing accommodations are less than those provided on the date determining the maximum rent, the landlord shall either restore the services to those provided on the date determining the maximum rent and maintain such services or, before July 1, 1942, file a petition requesting approval of the decreased services. Except as above provided, the landlord shall maintain the minimum services unless and until he has filed a petition to decrease services and an order permitting a decrease has been entered thereon; however, if it is impossible to provide the minimum services, he shall file a petition within five days after the change of services occurs. The order on any petition under this paragraph may require an appropriate adjustment in the maximum rent.

(c) The Administrator at any time, on his own initiative or on application of the tenant, may order a decrease of the maximum rent otherwise allowable, only on the grounds that:

(1) The maximum rent for housing accommodations under paragraphs (c), (d), or (g) of § 1388.64 is higher than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941; or the maximum rent for housing accommodations under paragraph (e) of § 1388.64 for which the rent was not fixed by the Administrator is higher than such generally prevailing rent.

(2) There has been a substantial deterioration of the housing accommodations other than ordinary wear and tear since the date or order determining its maximum rent.

(3) There has been a substantial decrease in the services, furniture, furnishings or equipment provided with the housing accommodations since the date or order determining its maximum rent.

(4) The rent on the date determining the maximum rent was materially affected by the blood, personal or other special relationship between the landlord and the tenant and as a result was substantially higher than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941.

(5) The rent on the date determining the maximum rent was established by a written lease which provided for a substantially lower rent at other periods during the term of such lease.

(6) The rent on the date determining the maximum rent was substantially higher than at other times of year by reason of seasonal demand for such housing accommodations. In such cases the Administrator's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(d) If the rent on the date determining the maximum rent, or any other fact necessary to the determination of the maximum rent, is in dispute between the landlord and the tenant, or is in doubt, or is not known, the Administrator on petition of the landlord filed prior to July 1, 1942, or at any time on his own initiative, may enter an order fixing the maximum rent by determining such fact; or if the Administrator is unable to ascertain such fact he shall enter the order on the basis of the rent which he finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941.

(e) Where, at the expiration or other termination of an underlying lease or other rental agreement, housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons occupying under a rental agreement with the tenant, the landlord may rent the entire premises for use by similar occupancy for a rent not in excess of the aggregate maximum rents of the separate dwelling units, or may rent the separate dwelling units for rents not in excess of the maximum rents applicable to such units.

Where housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons occupying under a rental agreement with the tenant, the tenant may petition the Administrator for leave to exercise any right he would have except for this Maximum Rent Regulation No. 2 to sell his underlying lease or other rental agreement. The Administrator may grant such petition if he finds that the sale will not result, and that sales of such character would not be likely to result, in the circumvention or evasion of the Act or this Maximum Rent Regulation No. 2. He may require that the sale be made on such terms as he deems necessary to prevent such circumvention or evasion.

§ 1388.66 *Restrictions on removal of tenant.* (a) So long as the tenant continues to pay the rent to which the landlord is entitled, no tenant shall be removed from any housing accommodations, by action to evict or to recover possession, by exclusion from possession, or otherwise, nor shall any person attempt such removal or exclusion from possession, notwithstanding that such tenant has no lease or that his lease or other rental agreement has expired or otherwise terminated, unless:

(1) The tenant, who had a written lease or other written rental agreement, has refused upon demand of the landlord to execute a written extension or renewal thereof for a further term of like duration but not in excess of one year but otherwise on the same terms and conditions as the previous lease or agreement except insofar as such terms and conditions are inconsistent with this Maximum Rent Regulation No. 2; or

(2) The tenant has unreasonably refused the landlord access to the housing accommodations for the purpose of inspection or of showing the accommodations to a prospective purchaser, mortgagee or prospective mortgagee, or other person having a legitimate interest therein: *Provided, however,* That such refusal shall not be ground for removal or eviction if such inspection or showing of the accommodations is contrary to the provisions of the tenant's lease or other rental agreement; or

(3) The tenant (i) has violated a substantial obligation of his tenancy, other than an obligation to pay rent, and has continued, or failed to cure, such violation after written notice by the landlord that the violation cease, or (ii) is committing or permitting a nuisance or is using or permitting a use of the housing accommodations for an immoral or illegal purpose; or

(4) The tenant's lease or other rental agreement has expired or otherwise terminated, and at the time of termination the housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons who occupied under a rental agreement with the tenant; or

(5) The landlord seeks in good faith to recover possession for the immediate purpose of demolishing the housing accommodations or of substantially altering or remodeling it in a manner which cannot practicably be done with the tenant in occupancy and the plans for such alteration or remodeling have been approved by the proper authorities, if such approval is required by local law; or

(6) The landlord seeks in good faith to recover possession of the housing accommodations for immediate use and occupancy as a dwelling by himself, his family or dependents; or he has in good faith contracted in writing to sell the accommodations for immediate use and occupancy by a purchaser, who in good faith has represented in writing that he will use the accommodations as a dwelling for himself, his family or de-

pendents; or the landlord seeks in good faith not to offer the housing accommodations for rent. If a tenant has been removed or evicted under this paragraph (a) (6) from housing accommodations, such accommodations shall not be rented for a period of six months after such removal or eviction without permission of the Administrator. The landlord may petition the Administrator for permission to rent the accommodations during such six month period, and the Administrator shall grant such permission if he finds that the action was in good faith and not for the purpose of evading any provision of the Act or this Maximum Rent Regulation No. 2.

(b) No tenant shall be removed or evicted on grounds other than those stated above unless, on petition of the landlord, the Administrator certifies that the landlord may pursue his remedies in accordance with the requirements of the local law. The Administrator shall so certify if the landlord establishes that removals or evictions of the character proposed are not inconsistent with the purposes of the Act or this Maximum Rent Regulation No. 2 and would not be likely to result in the circumvention or evasion thereof.

(c) Where a tenant is removed or evicted under the provisions of paragraph (a) (4) of this section, or where the tenant's interest in the housing accommodations has terminated because the landlord has sought a higher rent as authorized by § 1388.65 (e), and at the time of such removal, eviction or termination the housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons who occupied under a rental agreement with the tenant, such subtenants or other occupants shall be deemed to become the tenants of the landlord on the same terms and conditions, consistent with this Maximum Rent Regulation No. 2, as they would have held from the tenant if his tenancy had continued and their maximum rents shall remain unchanged: *Provided, however,* That this paragraph shall not prevent the removal or eviction of a subtenant or other such occupant where the tenant rented to such person in violation of the obligations of his tenancy. Persons who continue in occupancy under this paragraph may be removed or evicted as provided in this section.

(d) At the time of commencing any action to remove or evict a tenant (except an action based on non-payment of a rent not in excess of the maximum rent) the landlord shall give written notice thereof to the Area Rent Office stating the title and number of the case, the court in which it is filed, the name and address of the tenant and the grounds on which eviction is sought.

(e) No provision of this section shall be construed to authorize the removal of a tenant unless such removal is authorized under the local law.

§ 1388.67 *Registration.* On or before July 1, 1942, or within 30 days after the property is first rented, whichever date is the later, every landlord of housing accommodations rented or offered for rent shall file in triplicate a written statement on the form provided therefor to be known as a registration statement. The statement shall identify each dwelling unit and specify the maximum rent provided by this Maximum Rent Regulation No. 2 for such dwelling unit and shall contain such other information as the Administrator shall require. The original shall remain on file with the Administrator and he shall cause one copy to be delivered to the tenant and one copy, stamped to indicate that it is a correct copy of the original, to be returned to the landlord. In any subsequent change of tenancy the landlord shall exhibit to the new tenant his stamped copy of the registration statement, and shall obtain the tenant's signature and the date thereof on the back of such statement. Within five days after renting to a new tenant, the landlord shall file a notice on the form provided therefor, on which he shall obtain the tenant's signature, stating that there has been a change in tenancy, that the stamped copy of the registration statement has been exhibited to the new tenant and that the rent for such accommodations is in conformity therewith.

No payment of rent need be made unless the landlord tenders a receipt for the amount to be paid.

When the maximum rent is changed by order of the Administrator the landlord shall deliver his stamped copy of the registration statement to the Area Rent Office for appropriate action reflecting such change.

§ 1388.68 *Inspection.* Any tenant or any person who rents or offers for rent or acts as a broker or agent for the rental of housing accommodations shall permit such inspection of the accommodations by the Administrator as he may, from time to time, require.

§ 1388.69 *Evasion.* The maximum rents and other requirements provided in this Maximum Rent Regulation No. 2 shall not be evaded, either directly or indirectly, in connection with the renting or leasing or the transfer of a lease of housing accommodations, by way of absolute or conditional sale, sale with purchase money or other form of mortgage, or sale with option to repurchase, or by modification of the practices relating to payment of commissions or other charges, or by modification of the services furnished with housing accommodations, or otherwise.

§ 1388.70 *Enforcement.* Persons violating any provision of this Maximum Rent Regulation No. 2 are subject to criminal penalties, civil enforcement actions and suits for treble damages as provided for by the Act.

§ 1388.71 *Procedure.* All registration statements, reports and notices provided for by this Maximum Rent Regulation No. 2 shall be filed with the Area Rent Office. All landlord's petitions and tenant's applications shall be filed with such office in accordance with Procedural Regulation No. 3 (§§ 1300.201 to 1300.247, inclusive).

§ 1388.72 *Petitions for amendment.* Persons seeking any amendment of general applicability to any provision of this Maximum Rent Regulation No. 2 may file petitions therefor in accordance with Procedural Regulation No. 3 (§§ 1300.201 to 1300.247, inclusive).

§ 1388.73 *Definitions.* (a) When used in this Maximum Rent Regulation No. 2:

(1) The term "Act" means the Emergency Price Control Act of 1942.

(2) The term "Administrator" means the Price Administrator of the Office of Price Administration, or the Rent Director or such other person or persons as the Administrator may appoint or designate to carry out any of the duties delegated to him by the Act.

(3) The term "Rent Director" means the person designated by the Administrator as director of the Waterbury Defense-Rental Area or such person or persons as may be designated to carry out any of the duties delegated to the Rent Director by the Administrator.

(4) The term "Area Rent Office" means the office of the Rent Director in the Waterbury Defense-Rental Area.

(5) The term "person" includes an individual, corporation, partnership, association, or any other organized group of persons, or legal successor or representative of any of the foregoing, and includes the United States or any agency thereof, or any other government, or any of its political subdivisions, or any agency of any of the foregoing.

(6) The term "housing accommodations" means any building, structure, or part thereof, or land appurtenant thereto, or any other real or personal property rented or offered for rent for living or dwelling purposes, together with all privileges, services, furnishings, furniture, equipment, facilities and improvements connected with the use or occupancy of such property.

(7) The term "services" includes repairs, decorating and maintenance, the furnishing of light, heat, hot and cold water, telephone, elevator service, window shades, and storage, kitchen, bath, and laundry facilities and privileges, maid service, linen service, janitor service, the removal of refuse and any other privilege or facility connected with the use or occupancy of housing accommodations.

(8) The term "landlord" includes an owner, lessor, sublessor, assignee or other person receiving or entitled to receive rent for the use or occupancy of any housing accommodations, or an agent of any of the foregoing.

(9) The term "tenant" includes a subtenant, lessee, sublessee, or other person entitled to the possession or to the use or occupancy of any housing accommodations.

(10) The term "rent" means the consideration, including any bonus, benefit, or gratuity, demanded or received for the use or occupancy of housing accommodations or for the transfer of a lease of such accommodations.

(11) The term "hotel" means any establishment generally recognized as such in its community, containing more

than 50 rooms and used predominantly for transient occupancy.

(12) The term "rooming house" means, in addition to its customary usage, a building or portion of a building other than a hotel in which a furnished room or rooms not constituting an apartment are rented on a short time basis of daily, weekly or monthly occupancy to more than two paying tenants not members of the landlord's immediate family. The term includes boarding houses, dormitories, auto camps, trailers, residence clubs, tourist homes or cabins, and all other establishments of a similar nature.

(b) Unless the context otherwise requires, the definitions set forth in section 302 of the Emergency Price Control Act of 1942 shall apply to other terms used in this Maximum Rent Regulation No. 2.

§ 1388.74 *Effective date of the regulation.* This Maximum Rent Regulation No. 2 (§§ 1388.61 to 1388.74, inclusive) shall become effective June 1, 1942.

Issued this 27th day of May, 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-4924; Filed, May 27, 1942; 3:45 p. m.]

PART 1388—DEFENSE-RENTAL AREAS

[Maximum Rent Regulation No. 3]

HOUSING ACCOMMODATIONS OTHER THAN HOTELS AND ROOMING HOUSES IN THE BIRMINGHAM DEFENSE-RENTAL AREA

In the judgment of the Administrator, rents for housing accommodations within the Birmingham Defense-Rental Area, as designated in the Designation and Rent Declaration issued by the Administrator on March 2, 1942 (§§ 1388.101 to 1388.105, inclusive), have not been reduced and stabilized by State or local regulation, or otherwise, is accordance with the recommendations set forth in said Designation and Rent Declaration.

The Administrator has ascertained and given due consideration to the rents prevailing for housing accommodations within the Birmingham Defense-Rental Area on or about April 1, 1941. It is his judgment that defense activities had not resulted in increases in rents for such housing accommodations inconsistent with the purposes of the Emergency Price Control Act of 1942 prior to April 1, 1941, but did result in such increases commencing on or about that date. The Administrator has made adjustments for such relevant factors as he has determined and deemed to be of general applicability in respect of such housing accommodations, including increases or decreases in property taxes and other costs.

In the judgment of the Administrator the maximum rents established by this Maximum Rent Regulation for housing accommodations within the Birmingham Defense-Rental Area will be generally fair and equitable and will effectuate the purposes of the Emergency Price Control Act of 1942.

Therefore, under the authority vested in the Administrator by the Act, this Maximum Rent Regulation No. 3 is hereby issued.

AUTHORITY: §§ 1388.111 to 1388.124, inclusive, issued under Pub. Law 421, 77th Cong.

§ 1388.111 *Scope of regulation.* (a) This Maximum Rent Regulation No. 3 establishes the maximum rents which may be demanded or received for use or occupancy on and after June 1, 1942 of all housing accommodations within the Birmingham Defense-Rental Area, as designated in the Designation and Rent Declaration issued by the Administrator on March 2, 1942 (§§ 1388.101 to 1388.105, inclusive), except as provided in paragraph (b) of this section.

(b) This Maximum Rent Regulation No. 3 does not apply to the following:

(1) Housing accommodations situated on a farm and occupied by a tenant who is engaged for a substantial portion of his time in farming operations thereon;

(2) Dwelling space occupied by domestic servants, caretakers, managers, or other employees to whom the space is provided as part of their compensation and who are employed for the purpose of rendering services in connection with the premises of which the dwelling space is a part;

(3) Housing accommodations within hotels or rooming houses; *provided* that this Maximum Rent Regulation No. 3 does apply to premises or structures though used as hotels or rooming houses.

(c) The provisions of any lease or other rental agreement shall remain in force pursuant to the terms thereof, except insofar as those provisions are inconsistent with this Maximum Rent Regulation No. 3.

(d) An agreement by the tenant to waive the benefit of any provision of this Maximum Rent Regulation No. 3 is void. A tenant shall not be entitled by reason of this Maximum Rent Regulation No. 3 to refuse to pay or to recover any portion of any rents due or paid for use or occupancy prior to June 1, 1942.

§ 1388.112 *Prohibition against higher than maximum rents.* Regardless of any contract, agreement, lease or other obligation heretofore or hereafter entered into, no person shall demand or receive any rent for use or occupancy on and after June 1, 1942 of any housing accommodations within the Defense-Rental Area higher than the maximum rents provided by this Maximum Rent Regulation No. 3; and no person shall offer, solicit, attempt, or agree to do any of the foregoing. Lower rents than those provided by this Maximum Rent Regulation No. 3 may be demanded or received.

§ 1388.113 *Minimum services.* The maximum rents provided by this Maximum Rent Regulation No. 3 are for housing accommodations including, as a minimum, services of the same type, quantity, and quality as those provided on the date determining the maximum rent. If, on June 1, 1942, the services provided for housing accommodations are less than such minimum services, the landlord shall either restore and maintain the minimum services or, before July 1, 1942, file a petition pursuant to § 1388.115 (b) for approval of the decreased services. In all other cases the landlord shall provide the minimum services unless and until an order is entered pursuant to § 1388.115 (b) approving a decrease of such services.

§ 1388.114 *Maximum rents.* Maximum rents (unless and until changed by the Administrator as provided in § 1388.115) shall be:

(a) For housing accommodations rented on April 1, 1941, the rent for such accommodations on that date.

(b) For housing accommodations not rented on April 1, 1941, but rented at any time during the two months ending on that date, the last rent for such accommodations during that two month period.

(c) For housing accommodations not rented on April 1, 1941 nor during the two months ending on that date, but rented prior to June 1, 1942, the first rent for such accommodations after April 1, 1941. On or before July 1, 1942 every landlord of housing accommodations under this paragraph shall file a report on the form provided for each of such accommodations stating the maximum rent and such other information as may be required. The Administrator may order a decrease in the maximum rent as provided in § 1388.115 (c).

(d) For (1) newly constructed housing accommodations without priority rating first rented after April 1, 1941 and before June 1, 1942, or (2) housing accommodations changed between those dates so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations changed between those dates from unfurnished to fully furnished, or from fully furnished to unfurnished, or (4) housing accommodations substantially changed between those dates by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, the first rent for such accommodations after such construction or change: *Provided, however,* That, where such first rent was fixed by a lease which was in force at the time of a major capital improvement, the maximum rent shall be the first rent after termination of such lease. On or before July 1, 1942, every landlord of housing accommodations under this paragraph shall file a report on the form provided for each of such accommodations stating the maximum rent and such other information as may be required. The Administrator may order a decrease in the maximum rent as provided in § 1388.115 (c).

(e) For (1) newly constructed housing accommodations without priority rating first rented on or after June 1, 1942, or (2) housing accommodations changed on or after that date so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations not rented at any time between February 1, 1941 and June 1, 1942, the rent fixed by the Administrator.

The landlord shall, prior to renting and in time to allow 15 days for action thereon, file a petition requesting the Administrator to enter an order fixing the maximum rent therefor. Such order shall be entered on the basis of the rent which the Administrator finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941. In cases involving construction due consideration shall be given to increased costs of construction, if any, since April 1, 1941.

If no order is entered on such petition within 15 days after filing, the landlord may rent such accommodations and the first rent therefor shall be the maximum rent. Within 5 days after so renting, the landlord shall report the maximum rent. The Administrator may order a decrease in such maximum rent as provided in § 1388.115 (c).

(f) For housing accommodations constructed with priority rating from the United States or any agency thereof for which the rent has been heretofore or is hereafter approved, by the United States or any agency thereof, the rent so approved but in no event more than the first rent for such accommodations.

(g) For housing accommodations owned by the United States or any agency thereof, or any corporation owned thereby, or by the State of Alabama or any of its political subdivisions or any agency of any of the foregoing, the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941, as determined by the owner of such accommodations. The Administrator may order a decrease in the maximum rent as provided in § 1388.115 (c).

§ 1388.115 *Adjustments and other determinations.* In the circumstances enumerated in this section, the Administrator may issue an order changing the maximum rents otherwise allowable or the minimum services required. In those cases involving a major capital improvement, an increase or decrease in the furniture, furnishings or equipment, an increase or decrease of services, or a deterioration, the adjustment in the maximum rent shall be the amount the Administrator finds would have been on April 1, 1941 the difference in the rental value of the housing accommodations by reason of such change. In all other cases, except those under paragraphs (a) (7) and (c) (6) of this section, the adjustment shall be on the basis of the rent which the Administrator finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941. In cases involving construction due consideration shall be given to increased costs of construction, if any, since April 1, 1941. In cases under paragraphs (a) (7) and (c) (6) of this section the adjustment shall be on the basis of the rents which the Administrator finds were generally prevailing in the Defense-Rental Area for comparable housing accommodations during the year ending on April 1, 1941.

(a) Any landlord may file a petition for adjustment to increase the maximum rent otherwise allowable, only on the grounds that:

(1) There has been on or after June 1, 1942 a substantial change in the housing accommodations by a major capital improvement as distinguished from ordinary repair, replacement and maintenance.

(2) There was, prior to April 1, 1941 and within the six months ending on that date, a substantial change in the housing accommodations by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, and the rent on April 1, 1941 was fixed by a lease which was in force at the time of such change.

(3) There has been a substantial increase in the services, furniture, furnishings or equipment provided with the housing accommodations since the date or order determining its maximum rent.

(4) The rent on the date determining the maximum rent was materially affected by the blood, personal or other special relationship between the landlord and the tenant and as a result was substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941.

(5) There was in force on April 1, 1941 a written lease, which had been in force for more than one year on that date, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941; *Provided,* That no increase shall be granted while the lease remains in force.

(6) The rent on the date determining the maximum rent was established by a written lease which provided for a substantially higher rent at other periods during the term of such lease: *Provided,* That no increase shall be granted in excess of the rent provided by said lease while it remains in force.

(7) The rent on the date determining the maximum rent was substantially lower than at other times of year by reason of seasonal demand for such housing accommodations. In such cases the Administrator's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(b) If, on June 1, 1942, the services provided for housing accommodations are less than those provided on the date determining the maximum rent, the landlord shall either restore the services to those provided on the date determining the maximum rent and maintain such services or, before July 1, 1942, file a petition requesting approval of the decreased services. Except as above provided, the landlord shall maintain the minimum services unless and until he has filed a petition to decrease services and an order permitting a decrease has been entered thereon; however, if it is impossible to provide the minimum services, he shall file a petition within five days after the change of services occurs. The order on any petition under this paragraph may require an appropriate adjustment in the maximum rent.

(c) The Administrator at any time, on his own initiative or on application of the tenant, may order a decrease of the maximum rent otherwise allowable, only on the grounds that:

(1) The maximum rent for housing accommodations under paragraphs (c), (d), or (g) of § 1388.114 is higher than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941; or the maximum rent for housing accommodations under paragraph (c) of § 1388.114 for which the rent was not fixed by the Administrator is higher than such generally prevailing rent.

(2) There has been a substantial deterioration of the housing accommodations other than ordinary wear and tear since the date or order determining its maximum rent.

(3) There has been a substantial decrease in the services, furniture, furnishings or equipment provided with the housing accommodations since the date or order determining its maximum rent.

(4) The rent on the date determining the maximum rent was materially affected by the blood, personal or other special relationship between the landlord and the tenant and as a result was substantially higher than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941.

(5) The rent on the date determining the maximum rent was established by a written lease which provided for a substantially lower rent at other periods during the term of such lease.

(6) The rent on the date determining the maximum rent was substantially higher than at other times of year by reason of seasonal demand for such housing accommodations. In such cases the Administrator's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(d) If the rent on the date determining the maximum rent, or any other fact necessary to the determination of the maximum rent, is in dispute between the landlord and the tenant, or is in doubt, or is not known, the Administrator on petition of the landlord filed prior to July 1, 1942, or at any time on his own initiative, may enter an order fixing the maximum rent by determining such fact; or if the Administrator is unable to ascertain such fact he shall enter the order on the basis of the rent which he finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941.

(e) Where, at the expiration or other termination of an underlying lease or other rental agreement, housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons occupying under a rental agreement with the tenant, the landlord may rent the entire premises for use by similar occupancy for a rent not in excess of the aggregate maximum rents of the separate dwelling units, or may rent the separate dwelling units for rents not in

excess of the maximum rents applicable to such units.

Where housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons occupying under a rental agreement with the tenant, the tenant may petition the Administrator for leave to exercise any right he would have except for this Maximum Rent Regulation No. 3 to sell his underlying lease or other rental agreement. The Administrator may grant such petition if he finds that the sale will not result, and that sales of such character would not be likely to result, in the circumvention or evasion of the Act or this Regulation. He may require that the sale be made on such terms as he deems necessary to prevent such circumvention or evasion.

§ 1388.116 *Restrictions on removal of tenant.* (a) So long as the tenant continues to pay the rent to which the landlord is entitled, no tenant shall be removed from any housing accommodations, by action to evict or to recover possession, by exclusion from possession, or otherwise, nor shall any person attempt such removal or exclusion from possession, notwithstanding that such tenant has no lease or that his lease or other rental agreement has expired or otherwise terminated, unless:

(1) The tenant, who had a written lease or other written rental agreement, has refused upon demand of the landlord to execute a written extension or renewal thereof for a further term of like duration but not in excess of one year but otherwise on the same terms and conditions as the previous lease or agreement except insofar as such terms and conditions are inconsistent with this Maximum Rent Regulation No. 3; or

(2) The tenant has unreasonably refused the landlord access to the housing accommodations for the purpose of inspection or of showing the accommodations to a prospective purchaser, mortgagee or prospective mortgagee, or other person having a legitimate interest therein: *Provided, however,* That such refusal shall not be ground for removal or eviction if such inspection or showing of the accommodations is contrary to the provisions of the tenant's lease or other rental agreement; or

(3) The tenant (i) has violated a substantial obligation of his tenancy, other than an obligation to pay rent, and has continued, or failed to cure, such violation after written notice by the landlord that the violation cease, or (ii) is committing or permitting a nuisance or is using or permitting a use of the housing accommodations for an immoral or illegal purpose; or

(4) The tenant's lease or other rental agreement has expired or otherwise terminated, and at the time of termination the housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons who occupied under a rental agreement with the tenant; or

(5) The landlord seeks in good faith to recover possession for the immediate purpose of demolishing the housing accommodations or of substantially altering or remodeling it in a manner which cannot practicably be done with the tenant in occupancy and the plans for such alteration or remodeling have been approved by the proper authorities, if such approval is required by local law; or

(6) The landlord seeks in good faith to recover possession of the housing accommodations for immediate use and occupancy as a dwelling by himself, his family or dependents; or he has in good faith contracted in writing to sell the accommodations for immediate use and occupancy by a purchaser, who in good faith has represented in writing that he will use the accommodations as a dwelling for himself, his family or dependents; or the landlord seeks in good faith not to offer the housing accommodations for rent. If a tenant has been removed or evicted under this paragraph (a) (6) from housing accommodations, such accommodations shall not be rented for a period of six months after such removal or eviction without permission of the Administrator. The landlord may petition the Administrator for permission to rent the accommodations during such six month period, and the Administrator shall grant such permission if he finds that the action was in good faith and not for the purpose of evading any provision of the Act or this Maximum Rent Regulation No. 3.

(b) No tenant shall be removed or evicted on grounds other than those stated above unless, on petition of the landlord, the Administrator certifies that the landlord may pursue his remedies in accordance with the requirements of the local law. The Administrator shall so certify if the landlord establishes that removals or evictions of the character proposed are not inconsistent with the purposes of the Act or this Maximum Rent Regulation No. 3 and would not be likely to result in the circumvention or evasion thereof.

(c) Where a tenant is removed or evicted under the provisions of paragraph (a) (4) of this section, or where the tenant's interest in the housing accommodations has terminated because the landlord has sought a higher rent as authorized by § 1388.115 (e), and at the time of such removal, eviction or termination the housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons who occupied under a rental agreement with the tenant, such subtenants or other occupants shall be deemed to become the tenants of the landlord on the same terms and conditions, consistent with this Regulation, as they would have held from the tenant if his tenancy had continued and their maximum rents shall remain unchanged: *Provided, however,* That this paragraph shall not prevent the removal or eviction of a subtenant or other such occupant where the tenant rented to such person in violation of the obligations of his tenancy. Persons who continue in occupancy under this paragraph may be removed or evicted as provided in this section.

(d) At the time of commencing any action to remove or evict a tenant (except an action based on non-payment of a rent not in excess of the maximum rent) the landlord shall give written notice thereof to the Area Rent Office stating the title and number of the case, the court in which it is filed, the name and address of the tenant and the grounds on which eviction is sought.

(e) No provision of this section shall be construed to authorize the removal of a tenant unless such removal is authorized under the local law.

§ 1388.117 *Registration.* On or before July 1, 1942, or within 30 days after the property is first rented, whichever date is the later, every landlord of housing accommodations rented or offered for rent shall file in triplicate a written statement on the form provided therefor to be known as a registration statement. The statement shall identify each dwelling unit and specify the maximum rent provided by this Maximum Rent Regulation No. 3 for such dwelling unit and shall contain such other information as the Administrator shall require. The original shall remain on file with the Administrator and he shall cause one copy to be delivered to the tenant and one copy, stamped to indicate that it is a correct copy of the original, to be returned to the landlord. In any subsequent change of tenancy the landlord shall exhibit to the new tenant his stamped copy of the registration statement, and shall obtain the tenant's signature and the date thereof on the back of such statement. Within five days after renting to a new tenant, the landlord shall file a notice on the form provided therefor, on which he shall obtain the tenant's signature, stating that there has been a change in tenancy, that the stamped copy of the registration statement has been exhibited to the new tenant and that the rent for such accommodations is in conformity therewith.

No payment of rent need be made unless the landlord tenders a receipt for the amount to be paid.

When the maximum rent is changed by order of the Administrator the landlord shall deliver his stamped copy of the registration statement to the Area Rent Office for appropriate action reflecting such change.

§ 1388.118 *Inspection.* Any tenant or any person who rents or offers for rent or acts as a broker or agent for the rental of housing accommodations shall permit such inspection of the accommodations by the Administrator as he may, from time time, require.

§ 1388.119 *Evasion.* The maximum rents and other requirements provided in this Maximum Rent Regulation No. 3 shall not be evaded, either directly or indirectly, in connection with the renting or leasing or the transfer of a lease of housing accommodations, by way of absolute or conditional sale, sale with purchase money or other form of mortgage, or sale with option to repurchase, or by modification of the practices relating to payment of commissions or other charges, or by modification of the serv-

ices furnished with housing accommodations, or otherwise.

§ 1388.120 *Enforcement.* Persons violating any provision of this Maximum Rent Regulation No. 3 are subject to criminal penalties, civil enforcement actions and suits for treble damages as provided for by the Act.

§ 1388.121 *Procedure.* All registration statements, reports and notices provided for by this Maximum Rent Regulation No. 3 shall be filed with the Area Rent Office. All landlord's petitions and tenant's applications shall be filed with such office in accordance with Procedural Regulation No. 3 (§§ 1300.201 to 1300.247 inclusive).

§ 1388.122 *Petitions for amendment.* Persons seeking any amendment of general applicability to any provision of this Maximum Rent Regulation No. 3 may file petitions therefor in accordance with Procedural Regulation No. 3 (§§ 1300.201 to 1300.247, inclusive).

§ 1388.123 *Definitions.* (a) When used in this Maximum Rent Regulation No. 3 the term:

(1) "Act" means the Emergency Price Control Act of 1942.

(2) "Administrator" means the Price Administrator of the Office of Price Administration, or the Rent Director or such other person or persons as the Administrator may appoint or designate to carry out any of the duties delegated to him by the Act.

(3) "Rent Director" means the person designated by the Administrator as director of the Birmingham Defense-Rental Area or such person or persons as may be designated to carry out any of the duties delegated to the Rent Director by the Administrator.

(4) "Area Rent Office" means the office of the Rent Director in the Birmingham Defense-Rental Area.

(5) "Person" includes an individual, corporation, partnership, association, or any other organized group of persons, or legal successor or representative of any of the foregoing, and includes the United States or any agency thereof, or any other government, or any of its political subdivisions, or any agency of any of the foregoing.

(6) "Housing accommodations" means any building, structure, or part thereof, or land appurtenant thereto, or any other real or personal property rented or offered for rent for living or dwelling purposes, together with all privileges, services, furnishings, furniture, equipment, facilities and improvements connected with the use or occupancy of such property.

(7) "Services" includes repairs, decorating and maintenance, the furnishing of light, heat, hot and cold water, telephone, elevator service, window shades, and storage, kitchen, bath, and laundry facilities and privileges, maid service, linen service, janitor service, the removal of refuse and any other privilege or facility connected with the use or occupancy of housing accommodations.

(8) "Landlord" includes an owner, lessor, sublessor, assignee or other person receiving or entitled to receive rent for the use or occupancy of any housing accommodations, or any agent of any of the foregoing.

(9) "Tenant" includes a subtenant, lessee, sublessee, or other person entitled to the possession or to the use or occupancy of any housing accommodations.

(10) "Rent" means the consideration, including any bonus, benefit, or gratuity, demanded or received for the use or occupancy of housing accommodations or for the transfer of a lease of such accommodations.

(11) "Hotel" means any establishment generally recognized as such in its community, containing more than 50 rooms and used predominantly for transient occupancy.

(12) "Rooming house" means, in addition to its customary usage, a building or a portion of a building other than a hotel in which a furnished room or rooms not constituting an apartment are rented on a short time basis of daily, weekly or monthly occupancy to more than two paying tenants not members of the landlord's immediate family. The term includes boarding houses, dormitories, auto camps, trailers, residence clubs, tourist homes or cabins, and all other establishments of a similar nature.

(b) Unless the context otherwise requires, the definitions set forth in section 302 of the Emergency Price Control Act of 1942 shall apply to other terms used in this Maximum Rent Regulation No. 3.

§ 1388.124 *Effective date of the regulation.* This Maximum Rent Regulation No. 3 (§§ 1388.111 to 1388.124 inclusive) shall become effective June 1, 1942.

Issued this 27th day of May 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-4925; Filed, May 27, 1942; 3:45 p. m.]

PART 1388—DEFENSE-RENTAL AREAS

[Maximum Rent Regulation No. 4]

HOUSING ACCOMMODATIONS OTHER THAN HOTELS AND ROOMING HOUSES IN THE MOBILE DEFENSE-RENTAL AREA

In the judgment of the Administrator, rents for housing accommodations within the Mobile Defense-Rental Area, as designated in the Designation and Rent Declaration issued by the Administrator on March 2, 1942 (§§ 1388.151 to 1388.155, inclusive), have not been reduced and stabilized by State or local regulation, or otherwise, in accordance with the recommendations set forth in said Designation and Rent Declaration.

The Administrator has ascertained and given due consideration to the rents prevailing for housing accommodations within the Mobile Defense-Rental Area on or about April 1, 1941. It is his judgment that defense activities had not resulted in increases in rents for such housing accommodations inconsistent with the purposes of the Emergency Price Control Act of 1942 prior to April 1, 1941, but did result in such increases commencing on or about that date. The Administrator has made adjustments for such relevant factors as he has determined and deemed to be of general applicability in respect of such housing accommodations, including increases or decreases in property taxes and other costs.

In the judgment of the Administrator the maximum rents established by this Maximum Rent Regulation for housing accommodations within the Mobile Defense-Rental Area will be generally fair and equitable and will effectuate the purposes of the Emergency Price Control Act of 1942.

Therefore, under the authority vested in the Administrator by the Act, this Maximum Rent Regulation No. 4 is hereby issued,

AUTHORITY: §§ 1388.161 to 1388.174, inclusive, issued under Pub. Law 421, 77th Cong.

§ 1388.161 *Scope of regulation.* (a) This Maximum Rent Regulation No. 4 establishes the maximum rents which may be demanded or received for use or occupancy on and after June 1, 1942 of all housing accommodations within the Mobile Defense-Rental Area, as designated in the Designation and Rent Declaration issued by the Administrator on March 2, 1942 (§§ 1388.151 to 1388.155, inclusive), except as provided in paragraph (b) of this section.

(b) This Maximum Rent Regulation No. 4 does not apply to the following:

(1) Housing accommodations situated on a farm and occupied by a tenant who is engaged for a substantial portion of his time in farming operations thereon;

(2) Dwelling space occupied by domestic servants, caretakers, managers, or other employees to whom the space is provided as a part of their compensation and who are employed for the purpose of rendering services in connection with the premises of which the dwelling space is a part;

(3) Housing accommodations within hotels or rooming houses provided that this Maximum Rent Regulation No. 4 does apply to premises or structures though used as hotels or rooming houses.

(c) The provisions of any lease or other rental agreement shall remain in force pursuant to the terms thereof, except insofar as those provisions are inconsistent with this Maximum Rent Regulation No. 4.

(d) An agreement by the tenant to waive the benefit of any provision of this Maximum Rent Regulation No. 4 is void. A tenant shall not be entitled by reason of this Maximum Rent Regulation No. 4 to refuse to pay or to recover any portion of any rents due or paid for use or occupancy prior to June 1, 1942.

§ 1388.162 *Prohibition against higher than maximum rents.* Regardless of any contract, agreement, lease or other obligation heretofore or hereafter entered into, no person shall demand or receive any rent for use or occupancy on and after June 1, 1942 of any housing accommodations within the Defense-Rental Area higher than the maximum rents provided by this Maximum Rent Regula-

tion No. 4; and no person shall offer, solicit, attempt, or agree to do any of the foregoing. Lower rents than those provided by this Maximum Rent Regulation No. 4 may be demanded or received.

§ 1388.163 *Minimum services.* The maximum rents provided by this Maximum Rent Regulation No. 4 are for housing accommodations including, as a minimum services of the same type, quantity and quality as those provided on the date determining the maximum rent. If, on June 1, 1942, the services provided for housing accommodations are less than such minimum services, the landlord shall either restore and maintain the minimum services or before July 1, 1942, file a petition pursuant to § 1388.165 (b) for approval of the decreased services. In all other cases the landlord shall provide the minimum services unless and until an order is entered pursuant to § 1388.165 (b) approving a decrease of such services.

§ 1388.164 *Maximum rents.* Maximum rents (unless and until changed by the Administrator as provided in § 1388.165) shall be:

(a) For housing accommodations rented on April 1, 1941, the rent for such accommodations on that date.

(b) For housing accommodations not rented on April 1, 1941, but rented at any time during the two months ending on that date, the last rent for such accommodations during that two month period.

(c) For housing accommodations not rented on April 1, 1941 nor during the two months ending on that date, but rented prior to June 1, 1942, the first rent for such accommodations after April 1, 1941. On or before July, 1942 every landlord of housing accommodations under this subsection shall file a report on the form provided for each of such accommodations stating the maximum rent and such other information as may be required. The Administrator may order a decrease in the maximum rent as provided in § 1388.165 (c).

(d) For (1) newly constructed housing accommodations without priority rating first rented after April 1, 1941 and before June 1, 1942, or (2) housing accommodations changed between those dates so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations changed between those dates from unfurnished to fully furnished, or from fully furnished to unfurnished, or (4) housing accommodations substantially changed between those dates by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, the first rent for such accommodations after such construction or change: *Provided, however,* That where such first rent was fixed by a lease which was in force at the time of a major capital improvement, the maximum rent shall be the first rent after termination of such lease. On or before July 1, 1942, every landlord of housing accommodations under this paragraph shall file a report on the form provided for each of such accommodations stating the maximum rent and such other information required. The Administrator may order a decrease in the maximum rent as provided in § 1388.165 (c).

(e) For (1) newly constructed housing accommodations without priority rating first rented on or after June 1, 1942, or (2) housing accommodations changed on or after that date so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations not rented at any time between February 1, 1941 and June 1, 1942, the rent fixed by the Administrator. The landlord shall, prior to renting and in time to allow 15 days for action thereon, file a petition requesting the Administrator to enter an order fixing the maximum rent therefor. Such order shall be entered on the basis of the rent which the Administrator finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941. In cases involving construction due consideration shall be given to increased costs of construction, if any, since April 1, 1941.

If no order is entered on such petition within 15 days after filing, the landlord may rent such accommodations and the first rent therefor shall be the maximum rent. Within 5 days after so renting, the landlord shall report the maximum rent. The Administrator may order a decrease in such maximum rent as provided in § 1388.165 (c).

(f) For housing accommodations constructed with priority rating from the United States or any agency thereof for which the rent has been heretofore or is hereafter approved by the United States or any agency thereof, the rent so approved but in no event more than the first rent for such accommodations.

(g) For housing accommodations owned by the United States or any agency thereof, or any corporation owned thereby, or by the State of Alabama or any of its political subdivisions or any agency of any of the foregoing, the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941, as determined by the owner of such accommodations. The Administrator may order a decrease in the maximum rent as provided in § 1388.165 (c).

§ 1388.165 *Adjustments and other determinations.* In the circumstances enumerated in this section, the Administrator may issue an order changing the maximum rents otherwise allowable or the minimum services required. In those cases involving a major capital improvement, an increase or decrease in the furniture, furnishings or equipment, an increase or decrease of services, or a deterioration, the adjustment in the maximum rent shall be the amount the Administrator finds would have been on April 1, 1941 be the difference in the rental value of the housing accommodations by reason of such change. In all other cases, except those under paragraphs (a) (7) and (c) (6) of this section, the adjustment shall be on the basis of the rent which the Administrator finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941. In cases involving construction due consideration shall be given to increased costs of construction, if any, since April 1, 1941. In cases under paragraphs (a) (7) and (c) (6) of this section the adjustment shall be on the basis of the rents which the Administrator finds were generally prevailing in the Defense-Rental Area for comparable housing accommodations during the year ending on April 1, 1941.

(a) Any landlord may file a petition for adjustment to increase the maximum rent otherwise allowable, only on the grounds that:

(1) There has been on or after June 1, 1942 a substantial change in the housing accommodations by a major capital improvement as distinguished from ordinary repair, replacement, and maintenance.

(2) There was, prior to April 1, 1941 and within the six months ending on that date, a substantial change in the housing accommodations by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, and the rent on April 1, 1941 was fixed by a lease which was in force at the time of such change.

(3) There has been a substantial increase in the services, furniture, furnishings or equipment provided with the housing accommodations since the date or order determining its maximum rent.

(4) The rent on the date determining the maximum rent was materially affected by the blood, personal or other special relationship between the landlord and the tenant and as a result was substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941.

(5) There was in force on April 1, 1941 a written lease, which had been in force for more than one year on that date, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941: *Provided,* That no increase shall be granted while the lease remains in force.

(6) The rent on the date determining the maximum rent was established by a written lease which provided for a substantially higher rent at other periods during the term of such lease; provided that no increase shall be granted in excess of the rent provided by said lease while it remains in force.

(7) The rent on the date determining the maximum rent was substantially lower than at other times of year by reason of seasonal demand for such housing accommodations. In such cases the Administrator's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(b) If, on June 1, 1942, the services provided for housing accommodations are less than those provided on the date determining the maximum rent, the landlord shall either restore the services

to those provided on the date determining the maximum rent and maintain such services or, before July 1, 1942, file a petition requesting approval of the decreased services. Except as above provided, the landlord shall maintain the minimum services unless and until he has filed a petition to decrease services and an order permitting a decrease has been entered thereon; however, if it is impossible to provide the minimum services, he shall file a petition within five days after the change of services occurs. The order on any petition under this paragraph may require an appropriate adjustment in the maximum rent.

(c) The Administrator at any time, on his own initiative or on application of the tenant, may order a decrease of the maximum rent otherwise allowable, only on the grounds that:

(1) The maximum rent for housing accommodations under paragraphs (c), (d), or (g) of § 1388.164 is higher than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941; or the maximum rent for housing accommodations under paragraph (e) of § 1388.164 for which the rent was not fixed by the Administrator is higher than such generally prevailing rent.

(2) There has been a substantial detioration of the housing accommodations other than ordinary wear and tear since the date or order determining its maximum rent.

(3) There has been a stubstantial decrease in the services, furniture, furnishings or equipment provided with the housing accommodations since the date or order determining its maximum rent.

(4) The rent on the date determining the maximum rent was materially affected by the blood, personal or other special relationship between the landlord and the tenant and as a result was substantially higher than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941.

(5) The rent on the date determining the maximum rent was established by a written lease which provided for a substantially lower rent at other periods during the term of such lease.

(6) The rent on the date determining the maximum rent was substantially higher than at other times of year by reason of seasonal demand for such housing accommodations. In such cases the Administrator's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(d) If the rent on the date determining the maximum rent, or any other fact necessary to the determination of the maximum rent, is in dispute between the landlord and the tenant, or is in doubt, or is not known, the Administrator on petition of the landlord filed prior to July 1, 1942, or at any time on his own initiative, may enter an order fixing the maximum rent by determining such fact; or if the Administrator is unable to ascertain such fact he shall enter the order on the basis of the rent which he finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941.

(e) Where, at the expiration or other termination of an underlying lease or other rental agreement, housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons occupying under a rental agreement with the tenant, the landlord may rent the entire premises for use by similar occupancy for a rent not in excess of the aggregate maximum rents of the separate dwelling units, or may rent the separate dwelling units for rents not in excess of the maximum rents applicable to such units.

Where housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons occupying under a rental agreement with the tenant, the tenant may petition the Administrator for leave to exercise any right he would have except for this Maximum Rent Regulation No. 4 to sell his underlying lease or other rental agreement. The Administrator may grant such petition if he finds that the sale will not result, and that sales of such character would not be likely to result, in the circumvention or evasion of the Act or this Maximum Rent Regulation No. 4. He may require that the sale be made on such terms as he deems necessary to prevent such circumvention or evasion.

§ 1388.166 *Restrictions on removal of tenant.* (a) So long as the tenant continues to pay the rent to which the landlord is entitled, no tenant shall be removed from any housing accommodations, by action to evict or to recover possession, by exclusion from possession, or otherwise, nor shall any person attempt such removal or exclusion from possession, notwithstanding that such tenant has no lease or that his lease or other rental agreement has expired or otherwise terminated, unless:

(1) The tenant, who had a written lease or other written rental agreement, has refused upon demand of the landlord to execute a written extension or renewal thereof for a further term of like duration but not in excess of one year but otherwise on the same terms and conditions as the previous lease or agreement except insofar as such terms and conditions are inconsistent with this Maximum Rent Regulation No. 4; or

(2) The tenant has unreasonably refused the landlord access to the housing accommodations for the purpose of inspection or of showing the accommodations to a prospective purchaser, mortgagee or prospective mortgagee, or other person having a legitimate interest therein: *Provided, however,* That such refusal shall not be ground for removal or eviction if such inspection or showing of the accommodations is contrary to the provisions of the tenant's lease or other rental agreement; or

(3) The tenant (i) has violated a substantial obligation of his tenancy, other than an obligation to pay rent, and has continued, or failed to cure, such violation after written notice by the landlord that the violation cease, or (ii) is committing or permitting a nuisance or is using or permitting a use of the housing accommodations for an immoral or illegal purpose; or

(4) The tenant's lease or other rental agreement has expired or otherwise terminated, and at the time of termination the housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons who occupied under a rental agreement with the tenant; or

(5) The landlord seeks in good faith to recover possession for the immediate purpose of demolishing the housing accommodations or of substantially altering or remodeling it in a manner which cannot practicably be done with the tenant in occupancy and the plans for such alteration or remodeling have been approved by the proper authorities, if such approval is required by local law; or

(6) The landlord seeks in good faith to recover possession of the housing accommodations for immediate use and occupancy as a dwelling by himself, his family or dependents; or he has in good faith contracted in writing to sell the accommodations for immediate use and occupancy by a purchaser, who in good faith has represented in writing that he will use the accommodations as a dwelling for himself, his family or dependents; or the landlord seeks in good faith not to offer the housing accommodations for rent. If a tenant has been removed or evicted under this paragraph (a) (6) from housing accommodations, such accommodations shall not be rented for a period of six months after such removal or eviction without permission of the Administrator. The landlord may petition the Administrator for permission to rent the accommodations during such six month period, and the Administrator shall grant such permission if he finds that the action was in good faith and not for the purpose of evading any provision of the Act or this Maximum Rent Regulation No. 4.

(b) No tenant shall be removed or evicted on grounds other than those stated above unless, on petition of the landlord, the Administrator certifies that the landlord may pursue his remedies in accordance with the requirements of the local law. The Administrator shall so certify if the landlord establishes that removals or evictions of the character proposed are not inconsistent with the purposes of the Act or this Maximum Rent Regulation No. 4 and would not be likely to result in the circumvention or evasion thereof.

(c) Where a tenant is removed or evicted under the provisions of paragraph (a) (4) of this section, or where the tenant's interest in the housing accommodations has terminated because the landlord has sought a higher rent as authorized by § 1388.165 (e) and at the time of such removal, eviction or termination the housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons who occupied under a rental agreement with the tenant, such subtenants or other occupants shall be deemed to become the tenants of the

landlord on the same terms and conditions, consistent with this Maximum Rent Regulation No. 4 as they would have held from the tenant if his tenancy had continued and their maximum rents shall remain unchanged: *Provided, however,* That this paragraph shall not prevent the removal or eviction of a subtenant or other such occupant where the tenant rented to such person in violation of the obligations of his tenancy. Persons who continue in occupancy under this paragraph may be removed or evicted as provided in this section.

(d) At the time of commencing any action to remove or evict a tenant (except an action based on non-payment of a rent not in excess of the maximum rent) the landlord shall give written notice thereof to the Area Rent Office stating the title and number of the case, the court in which it is filed, the name and address of the tenant and the grounds on which eviction is sought.

(e) No provision of this section shall be construed to authorize the removal of a tenant unless such removal is authorized under the local law.

§ 1388.167 *Registration.* On or before July 1, 1942, or within 30 days after the property is first rented, whichever date is the later, every landlord of housing accommodations rented or offered for rent shall file in triplicate a written statement on the form provided therefor to be known as a registration statement. The statement shall identify each dwelling unit and specify the maximum rent provided by this Maximum Rent Regulation No. 4 for such dwelling unit and shall contain such other information as the Administrator shall require. The original shall remain on file with the Administrator and he shall cause one copy to be delivered to the tenant and one copy, stamped to indicate that it is a correct copy of the original, to be returned to the landlord. In any subsequent change of tenancy the landlord shall exhibit to the new tenant his stamped copy of the registration statement, and shall obtain the tenant's signature and the date thereof on the back of such statement. Within five days after renting to a new tenant, the landlord shall file a notice on the form provided therefor, on which he shall obtain the tenant's signature, stating that there has been a change in tenancy, that the stamped copy of the registration statement has been exhibited to the new tenant and that the rent for such accommodations is in conformity therewith.

No payment of rent need be made unless the landlord tenders a receipt for the amount to be paid.

When the maximum rent is changed by order of the Administrator the landlord shall deliver his stamped copy of the registration statement to the Area Rent Office for appropriate action reflecting such change.

§ 1388.168 *Inspection.* Any tenant or any person who rents or offers for rent or acts as a broker or agent for the rental of housing accommodations shall permit such inspection of the accommodations by the Administrator as he may, from time to time, require.

§ 1388.169 *Evasion.* The maximum rents and other requirements provided in this Maximum Rent Regulation No. 4 shall not be evaded, either directly or indirectly, in connection with the renting or leasing or the transfer of a lease of housing accommodations, by way of absolute or conditional sale, sale with purchase money or other form of mortgage, or sale with option to repurchase, or by modification of the practices relating to payment of commissions or other charges, or by modification of the services furnished with housing accommodations, or otherwise.

§ 1388.170 *Enforcement.* Persons violating any provision of this Maximum Rent Regulation No. 4 are subject to criminal penalties, civil enforcement actions and suits for treble damages as provided for by the Act.

§ 1388.171 *Procedure.* All registration statements, reports and notices provided for by this Maximum Rent Regulation No. 4 shall be filed with the Area Rent Office. All landlord's petitions and tenant's applications shall be filed with such office in accordance with Procedural Regulation No. 3 (§§ 1300.201 to 1300.247, inclusive).

§ 1388.172 *Petitions for amendment.* Persons seeking any amendment or general applicability to any provision of this Maximum Rent Regulation No. 4 may file petitions therefor in accordance with Procedural Regulation No. 3 (§§ 1300.201 to 1300.247, inclusive).

§ 1388.173 *Definitions.* (a) When used in this Maximum Rent Regulation No. 4:

(1) The term "Act" means the Emergency Price Control Act of 1942.

(2) The term "Administrator" means the Price Administrator of the Office of Price Administration, or the Rent Director or such other person or persons as the Administrator may appoint or designate to carry out any of the duties delegated to him by the Act.

(3) The term "Rent Director" means the person designated by the Administrator as director of the Mobile Defense-Rental Area or such person or persons as may be designated to carry out any of the duties delegated to the Rent Director by the Administrator.

(4) The term "Area Rent Office" means the office of the Rent Director in the Mobile Defense-Rental Area.

(5) The term "person" includes an individual, corporation, partnership, association, or any other organized group of persons, or legal successor or repesentative of any of the foregoing, and includes the United States or any agency thereof, or any other government, or any of its political subdivisions, or any agency of any of the foregoing.

(6) The term "housing accommodations" means any building, structure, or part thereof, or land appurtenant thereto, or any other real or personal property rented or offered for rent for living or dwelling purposes, together with all privileges, services, furnishings, furniture, equipment, facilities and improvements connected with the use or occupancy of such property.

(7) The term "services" includes repairs, decorating and maintenance, the furnishing of light, heat, hot and cold water, telephone, elevator service, window shades, and storage, kitchen, bath, and laundry facilities and privileges, maid service, linen service, janitor service, the removal of refuse and any other privilege or facility connected with the use or occupancy of housing accommodations.

(8) The term "landlord" includes an owner, lessor, sublessor, assignee or other person receiving or entitled to receive rent for the use or occupancy of any housing accommodations, or an agent of any of the foregoing.

(9) The term "tenant" includes a subtenant, lessee, or sublessee, or other person entitled to the possession or to the use or occupancy of any housing accommodations.

(10) The term "rent" means the consideration, including any bonus, benefit, or gratuity, demanded or received for the use or occupancy of housing accommodations or for the transfer of a lease of such accommodations.

(11) The term "hotel" means any establishment generally recognized as such in its community, containing more than 50 rooms and used predominantly for transient occupancy.

(12) The term "rooming house" means, in addition to its customary usage, a building or portion of a building other than a hotel in which a furnished room or rooms not constituting an apartment are rented on a short time basis of daily, weekly or monthly occupancy to more than two paying tenants not members of the landlord's immediate family. The term includes boarding houses, dormitories, auto camps, trailers, residence clubs, tourist homes, or cabins, and all other establishments of a similar nature.

(b) Unless the context otherwise requires, the definitions set forth in Section 302 of the Emergency Price Control Act of 1942 shall apply to other terms used in this Maximum Rent Regulation No. 4.

§ 1388.174 *Effective date of the regulation.* This Maximum Rent Regulation No. 4 (§§ 1388.161 to 1388.174, inclusive) shall become effective June 1, 1942.

Issued this 27th day of May 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-4926; Filed, May 27, 1942; 3:46 p. m.]

PART 1388—DEFENSE-RENTAL AREAS

[Maximum Rent Regulation No. 5]

HOUSING ACCOMMODATIONS OTHER THAN HOTELS AND ROOMING HOUSES IN A PORTION OF THE BRIDGEPORT DEFENSE-RENTAL AREA

In the judgment of the Administrator, rents for housing accommodations within that portion of the Bridgeport Defense-Rental Area designated in the Designation and Rent Declaration (§§ 1388.201 to 1388.205, inclusive) issued by the Administrator on March 2, 1942 (consisting of the Towns of Bridgeport,

Easton, Fairchild, Shelton, Stratford, Trumbull, and Westport, in the County of Fairfield, in the State of Connecticut), have not been reduced and stabilized by State or local regulation, or otherwise, in accordance with the recommendations set forth in said Designation and Rent Declaration.

The Administrator has ascertained and given due consideration to the rents prevailing for housing accommodations within the said portion of the Bridgeport Defense-Rental Area on or about April 1, 1941. It is his judgment that defense activities had not resulted in increases in rents for such housing accommodations inconsistent with the purpose of the Emergency Price Control Act of 1942 prior to April 1, 1941, but did result in such increases commencing on or about that date. The Administrator has made adjustments for such relevant factors as he has determined and deemed to be of general applicability in respect of such housing accommodations, including increases or decreases in property taxes and other costs.

In the judgment of the Administrator the maximum rents established by this Maximum Rent Regulation for housing accommodations within the said portion of the Bridgeport Defense-Rental Area will be generally fair and equitable and will effectuate the purposes of the Emergency Price Control Act of 1942.

Therefore, under the authority vested in the Administrator by the act, this Maximum Rent Regulation No. 5 is hereby issued.

AUTHORITY: §§ 1388.211 to 1388.224, inclusive, issued under Pub. Law 421, 77th Cong.

§ 1388.211 *Scope of regulation.* (a) This Maximum Rent Regulation No. 5 establishes the maximum rents which may be demanded or received for use or occupancy on and after June 1, 1942, of all housing accommodations within that portion of the Bridgeport Defense-Rental Area designated in the Designation and Rent Declaration (§§ 1388.201 to 1388.205, inclusive) issued on March 2, 1942 (consisting of the Towns of Bridgeport, Easton, Fairfield, Shelton, Stratford, Trumbull, and Westport, in the County of Fairfield, in the State of Connecticut—hereinafter referred to in this Maximum Rent Regulation No. 5 as the "Defense-Rental Area"), except as provided in paragraph (b) of this section.

(b) This Maximum Rent Regulation No. 5 does not apply to the following:

(1) Housing accommodations situated on a farm and occupied by a tenant who is engaged for a substantial portion of his time in farming operations thereon;

(2) Dwelling space occupied by domestic servants, caretakers, managers, or other employees to whom the space is provided as part of their compensation and who are employed for the purpose of rendering services in connection with the premises of which the dwelling space is a part;

(3) Housing accommodations within hotels or rooming houses: *Provided,* That this Maximum Rent Regulation No. 5 does apply to premises or structures though used as hotels or rooming houses.

(c) The provisions of any lease or other rental agreement shall remain in force pursuant to the terms thereof, except insofar as these provisions are inconsistent with this Maximum Rent Regulation No. 5.

(d) An agreement by the tenant to waive the benefit of any provision of this Maximum Rent Regulation No. 5 is void. A tenant shall not be entitled by reason of this Maximum Rent Regulation No. 5 to refuse to pay or to recover any portion of any rents due or paid for use or occupancy prior to June 1, 1942.

§ 1388.212 *Prohibition against higher than maximum rents.* Regardless of any contract, agreement, lease or other obligation heretofore or hereafter entered into, no person shall demand or receive any rent for use or occupancy on and after June 1, 1942 of any housing accommodations within the Defense-Rental Area higher than the maximum rents provided by this Maximum Rent Regulation No. 5; and no person shall offer, solicit, attempt, or agree to do any of the foregoing. Lower rents than those provided by this Maximum Rent Regulation No. 5 may be demanded or received.

1388.213 *Minimum services.* The maximum rents provided by this Maximum Rent Regulation No. 5 are for housing accommodations including, as a minimum, services of the same type, quantity, and quality as those provided on the date determining the maximum rent. If, on June 1, 1942, the services provided for housing accommodations are less than such minimum services, the landlord shall either restore and maintain the minimum services or, before July 1, 1942 file a petition pursuant to § 1388.215 (b) for approval of the decreased services. In all other cases the landlord shall provide the minimum services unless and until an order is entered pursuant to § 1388.215 (b) approving a decrease of such services.

§ 1388.214 *Maximum rents.* Maximum rents (unless and until changed by the Administrator as provided in § 1388.215) shall be:

(a) For housing accommodations rented on April 1, 1941, the rent for such accommodations on that date.

(b) For housing accommodations not rented on April 1, 1941, but rented at any time during the two months ending on that date, the last rent for such accommodations during that two month period.

(c) For housing accommodations not rented on April 1, 1941 nor during the two months ending on that date, but rented prior to June 1, 1942, the first rent for such accommodations after April 1, 1941. On or before July 1, 1942 every landlord of housing accommodations under this paragraph shall file a report on the form provided for each of such accommodations stating the maximum rent and such other information required. The Administrator may order a decrease in the maximum rent as provided in § 1388.215 (c),

(d) For (1) newly constructed housing accommodations without priority rating first rented after April 1, 1941 and before June 1, 1942, or (2) housing accommodations changed between those dates so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations changed between those dates from unfurnished to fully furnished, or from fully furnished to unfurnished, or (4) housing accommodations substantially changed between those dates by a major capital-improvement as distinguished from ordinary repair, replacement and maintenance, the first rent for such accommodations after such construction or change: *Provided, however,* That, where such first rent was fixed by a lease which was in force at the time of a major capital improvement, the maximum rent shall be the first rent after termination of such lease. On or before July 1, 1942, every landlord of housing accommodations under this paragraph shall file a report on the form provided for each of such accommodations stating the maximum rent and such other information as may be required. The Administrator may order a decrease in the maximum rent as provided in § 1388.215 (c).

(e) For (1) newly constructed housing accommodations without priority rating first rented on or after June 1, 1942, or (2) housing accommodations changed on or after that date so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations not rented at any time between February 1, 1941 and June 1, 1942, the rent fixed by the Administrator. The landlord shall, prior to renting and in time to allow 15 days for action thereon, file a petition requesting the Administrator to enter an order fixing the maximum rent therefor. Such order shall be entered on the basis of the rent which the Administrator finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941. In cases involving construction due consideration shall be given to increased costs of construction, if any, since April 1, 1941.

If no order is entered on such petition within 15 days after filing, the landlord may rent such accommodations and the first rent therefor shall be the maximum rent. Within 5 days after so renting, the landlord shall report the maximum rent. The Administrator may order a decrease in such maximum rent as provided in § 1388.215 (c).

(f) For housing accommodations constructed with priority rating from the United States or any agency thereof for which the rent has been heretofore or is hereafter approved by the United States or any agency thereof, the rent so approved but in no event more than the first rent for such accommodations.

(g) For housing accommodations owned by the United States or any agency thereof, or any corporation owned thereby, or by the State of Connecticut or any of its political subdivisions or any agency of any of the foregoing, the rent

generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941, as determined by the owner of such accommodations. The Administrator may order a decrease in the maximum rent as provided in § 1388.215, (c).

§ 1388.215 *Adjustments and other determinations.* In the circumstances enumerated in this section, the Administrator may issue an order changing the maximum rents otherwise allowable or the minimum services required. In those cases involving a major capital improvement, an increase or decrease in the furniture, furnishings or equipment, an increase or decrease of services, or a deterioration, the adjustment in the maximum rent shall be the amount the Administrator finds would have been on April 1, 1941 the difference in the rental value of the housing accommodations by reason of such change. In all other cases, except those under paragraphs (a) (7) and (c) (6) of this section, the adjustment shall be on the basis of the rent which the Administrator finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941. In cases involving construction due consideration shall be given to increased costs of construction, if any, since April 1, 1941. In cases under paragraphs (a) (7) and (c) (6) of this section the adjustment shall be on the basis of the rents which the Administrator finds were generally prevailing in the Defense-Rental Area for comparable housing accommodations during the year ending on April 1, 1941.

(a) Any landlord may file a petition for adjustment to increase the maximum rent otherwise allowable, only on the grounds that:

(1) There has been on or after June 1, 1942 a substantial change in the housing accommodations by a major capital improvement as distinguished from ordinary repair, replacement and maintenance.

(2) There was, prior to April 1, 1941 and within the six months ending on that date, a substantial change in the housing accommodations by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, and the rent on April 1, 1941 was fixed by a lease which was in force at the time of such change.

(3) There has been a substantial increase in the services, furniture, furnishings or equipment provided with the housing accommodations since the date or order determining its maximum rent.

(4) The rent on the date determining the maximum rent was materially affected by the blood, personal or other special relationship between the landlord and the tenant and as a result was substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941.

(5) There was in force on April 1, 1941 a written lease, which had been in force for more than one year on that date, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941: *Provided,* That no increase shall be granted while the lease remains in force.

(6) The rent on the date determining the maximum rent was established by a written lease which provided for a substantially higher rent at other periods during the term of such lease: *Provided,* That no increase shall be granted in excess of the rent provided by said lease while it remains in force.

(7) The rent on the date determining the maximum rent was substantially lower than at other times of year by reason of seasonal demand for such housing accommodations. In such cases the Administrator's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(b) If, on June 1, 1942, the services provided for housing accommodations are less than those provided on the date determining the maximum rent, the landlord shall either restore the services to those provided on the date determining the maximum rent and maintain such services or, before July 1, 1942, file a petition requesting approval of the decreased services. Except as above provided, the landlord shall maintain the minimum services unless and until he has filed a petition to decrease services and an order permitting a decrease has been entered thereon; however, if it is impossible to provide the minimum services, he shall file a petition within five days after the change of services occurs. The order on any petition under this subsection may require an appropriate adjustment in the maximum rent.

(c) The Administrator at any time, on his own initiative or on application of the tenant, may order a decrease of the maximum rent otherwise allowable, only on the grounds that:

(1) The maximum rent for housing accommodations under paragraph (c), (d), or (g) of § 1388.214 is higher than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941; or the maximum rent for housing accommodations under paragraph (c) of § 1388.214 for which the rent was not fixed by the Administrator is higher than such generally prevailing rent.

(2) There has been a substantial deterioration of the housing accommodations other than ordinary wear and tear since the date or order determining its maximum rent.

(3) There has been a substantial decrease in the services, furniture, furnishings or equipment provided with the housing accommodations since the date or order determining its maximum rent.

(4) The rent on the date determining the maximum rent was materially affected by the blood, personal or other special relationship between the landlord and the tenant and as a result was substantially higher than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941.

(5) The rent on the date determining the maximum rent was established by a written lease which provided for a substantially lower rent at other periods during the term of such lease.

(6) The rent on the date determining the maximum rent was substantially higher than at other times of year by reason of seasonal demand for such housing accommodations. In such cases the Administrator's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(d) If the rent on the date determining the maximum rent, or any other fact necessary to the determination of the maximum rent, is in dispute between the landlord and the tenant, or is in doubt, or is not known, the Administrator on petition of the landlord filed prior to July 1, 1942, or at any time on his own initiative, may enter an order fixing the maximum rent by determining such fact; or if the Administrator is unable to ascertain such fact he shall enter the order on the basis of the rent which he finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941.

(e) Where, at the expiration or other termination of an underlying lease or other rental agreement, housing accommodations or by a predominant part thereof are occupied by one or more subtenants or other persons occupying under a rental agreement with the tenant, the landlord may rent the entire premises for use by similar occupancy for a rent not in excess of the aggregate maximum rents of the separate dwelling units or may rent the separate dwelling units for rents not in excess of the maximum rents applicable to such units.

Where housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons occupying under a rental agreement with the tenant, the tenant may petition the Administrator for leave to exercise any right he would have except for this Regulation to sell his underlying lease or other rental agreement. The Administrator may grant such petition if he finds that the sale will not result, and that sales of such character would not be likely to result, in the circumvention or evasion of the Act or this Maximum Rent Regulation No. 5. He may require that the sale be made on such terms as he deems necessary to prevent such circumvention or evasion.

§ 1388.216 *Restrictions on removal of tenant.* (a) So long as the tenant continues to pay the rent to which the landlord is entitled, no tenant shall be removed from any housing accommodations, by action to evict or to recover possession, by exclusion from possession, or otherwise, nor shall any person attempt such removal or exclusion from possession, notwithstanding that such tenant has no lease or that his lease or other rental agreement has expired or otherwise terminated, unless:

(1) The tenant, who had a written lease or other written rental agreement,

has refused upon demand of the landlord to execute a written extension or renewal thereof for a further term of like duration but not in excess of one year but otherwise on the same terms and conditions as the previous lease or agreement except insofar as such terms and conditions are inconsistent with this Maximum Rent Regulation No. 5; or

(2) The tenant has unreasonably refused the landlord access to the housing accommodations for the purpose of inspection or of showing the accommodations to a prospective purchaser, mortgagee or prospective mortgagee, or other person having a legitimate interest therein: *Provided, however,* That such refusal shall not be ground for removal or eviction if such inspection or showing of the accommodations is contrary to the provisions of the tenant's lease or other rental agreement; or

(3) The tenant (i) has violated a substantial obligation of his tenancy, other than an obligation to pay rent, and has continued, or failed to cure, such violation after written notice by the landlord that the violation cease, or (ii) is committing or permitting a nuisance or is using or permitting a use of the housing accommodations for an immoral or illegal purpose; or

(4) The tenant's lease or other rental agreement has expired or otherwise terminated, and at the time of termination the housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons who occupied under a rental agreement with the tenant; or

(5) The landlord seeks in good faith to recover possession for the immediate purpose of demolishing the housing accommodations or of substantially altering or remodeling it in a manner which cannot practicably be done with the tenant in occupancy and the plans for such alteration or remodeling have been approved by the proper authorities, in such approval is required by local law; or

(6) The landlord seeks in good faith to recover possession of the housing accommodations for immediate use and occupancy as a dwelling by himself, his family or dependents; or he has in good faith contracted in writing to sell the accommodations for immediate use and occupancy by a purchaser, who in good faith has represented in writing that he will use the accommodations as a dwelling for himself, his family or dependents; or the landlord seeks in good faith not to offer the housing accommodations for rent. If a tenant has been removed or evicted under this paragraph (a) (6) from housing accommodations, such accommodations shall not be rented for a period of six months after such removal or eviction without permission of the Administrator. The landlord may petition the Administrator for permission to rent the accommodations during such six-month period, and the Administrator shall grant such permission if he finds that the action was in good faith and not for the purpose of evading any provision of the Act or this Maximum Rent Regulation No. 5.

(b) No tenant shall be removed or evicted on grounds other than those stated above unless, on petition of the landlord, the Administrator certifies that the landlord may pursue his remedies in accordance with the requirements of the local law. The Administrator shall so certify if the landlord establishes that removals or evictions of the character proposed are not inconsistent with the purposes of the Act or this Regulation and would not be likely to result in the circumvention or evasion thereof.

(c) Where a tenant is removed or evicted under the provisions of paragraph (a) (4) of this section, or where the tenant's interest in the housing accommodations has terminated because the landlord has sought a higher rent as authorized by § 1388.215 (e), and at the time of such removal, eviction or termination the housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons who occupied under a rental agreement with the tenant, such subtenants or other occupants shall be deemed to become the tenants of the landlord on the same terms and conditions, consistent with this Maximum Rent Regulation No. 5, as they would have held from the tenant if his tenancy had continued and their maximum rents shall remain unchanged: *Provided, however,* That this subsection shall not prevent the removal or eviction of a subtenant or other such occupant where the tenant rented to such person in violation of the obligations of his tenancy. Persons who continue in occupancy under this subsection may be removed or evicted as provided in this section.

(d) At the time of commencing any action to remove or evict a tenant (except an action based on non-payment of a rent not in excess of the maximum rent) the landlord shall give written notice thereof to the Area Rent Office stating the title and number of the case, the court in which it is filed, the name and address of the tenant and the grounds on which eviction is sought.

(e) No provision of this section shall be construed to authorize the removal of a tenant unless such removal is authorized under the local law.

§ 1388.217 *Registration.* On or before July 1, 1942, or within 30 days after the property is first rented, whichever date is the later, every landlord of housing accommodations rented or offered for rent shall file in triplicate a written statement on the form provided therefor to be known as a registration statement. The statement shall identify each dwelling unit and specify the maximum rent provided by this Regulation for such dwelling unit and shall contain such other information as the Administrator shall require. The original shall remain on file with the Administrator and he shall cause one copy to be delivered to the tenant and one copy, stamped to indicate that it is a correct copy of the original, to be returned to the landlord. In any subsequent change of tenancy the landlord shall exhibit to the new tenant his stamped copy of the registration statement, and shall obtain the tenant's signature and the date thereof on the back of such statement. Within five days after renting to a new tenant, the landlord shall file a notice on the form provided therefor, on which he shall obtain the tenant's signature, stating that there has been a change in tenancy, that the stamped copy of the registration statement has been exhibited to the new tenant and that the rent for such accommodations is in conformity therewith.

No payment of rent need be made unless the landlord tenders a receipt for the amount to be paid.

When the maximum rent is changed by order of the Administrator the landlord shall deliver his stamped copy of the registration statement to the Area Rent Office for appropriate action reflecting such change.

§ 1388.218 *Inspection.* Any tenant or any person who rents or offers for rent or acts as a broker or agent for the rental of housing accommodations shall permit such inspection of the accommodations by the Administrator as he may, from time to time, require.

§ 1388.219 *Evasion.* The maximum rents and other requirements provided in this Maximum Rent Regulation No. 5 shall not be evaded, either directly or indirectly, in connection with the renting or leasing or the transfer of a lease of housing accommodations, by way of absolute or conditional sale, sale with purchase money or other form of mortgage, or sale with option to repurchase, or by modification of the practices relating to payment of commissions or other charges, or by modification of the services furnished with housing accommodations, or otherwise.

§ 1388.220 *Enforcement.* Persons violating any provision of this Maximum Rent Regulation No. 5 are subject to criminal penalties, civil enforcement actions and suits for treble damages as provided for by the Act.

§ 1388.221 *Procedure.* All registration statements, reports and notices provided for by this Maximum Rent Regulation No. 5 shall be filed with the Area Rent Office. All landlord's petitions and tenant's applications shall be filed with such office in accordance with Procedural Regulation No. 3 (§§ 1300.201 to 1300.247, inclusive).

§ 1388.222 *Petitions for amendment.* Persons seeking any amendment of general applicability to any provision of this Maximum Rent Regulation No. 5 may file petitions therefor in accordance with Procedural Regulation No. 3 (§§ 1300.201 to 1300.247, inclusive).

§ 1388.223 *Definitions.* (a) When used in this Maximum Rent Regulation No. 5:

(1) The term "Act" means the Emergency Price Control Act of 1942.

(2) The term "Administrator" means the Price Administrator of the Office of Price Administration, or the Rent Director or such other person or persons as the Administrator may appoint or designate to carry out any of the duties delegated to him by the Act.

(3) The term "Rent Director" means the person designated by the Administrator as director of the Bridgeport Defense-Rental Area or such person or persons as may be designated to carry out any of the duties delegated to the Rent Director by the Administrator.

(4) The term "Area Rent Office" means the office of the Rent Director in the Bridgeport Defense-Rental Area.

(5) The term "person" includes an individual, corporation, partnership, association, or any other organized group of persons, or legal successor or representative of any of the foregoing, and includes the United States or any agency thereof, or any other government, or any of its political subdivisions, or any agency of any of the foregoing.

(6) The term "housing accommodations" means any building, structure, or part thereof, or land appurtenant thereto, or any other real or personal property rented or offered for rent for living or dwelling purposes, together with all privileges, services, furnishings, furniture, equipment facilities and improvements connected with the use or occupancy of such property.

(7) The term "services" includes repairs, decorating and maintenance, the furnishing of light, heat, hot and cold water, telephone, elevator service, window shades, and storage, kitchen, bath, and laundry facilities and privileges, maid service, linen service, janitor service, the removal of refuse and any other privilege or facility connected with the use or occupancy of housing accommodations.

(8) The term "landlord" includes an owner, lessor, sublessor, assignee or other person receiving or entitled to receive rent for the use or occupancy of any housing accommodations, or any agent of any of the foregoing.

(9) The term "tenant" includes a subtenant, lessee, sublessee, or other person entitled to the possession or to the use or occupancy of any housing accommodations.

(10) The term "rent" means the consideration, including any bonus, benefit, or gratuity, demanded or received for the use or occupancy of housing accommodations or for the transfer of a lease of such accommodations.

(11) The term "hotel" means any establishment generally recognized as such in its community, containing more than 50 rooms and used predominantly for transient occupancy.

(12) The term "rooming house" means, in addition to its customary usage, a building or portion of a building other than a hotel in which a furnished room or rooms not constituting an apartment are rented on a short time basis of daily, weekly or monthly occupancy to more than two paying tenants not members of the landlord's immediate family. The term includes boarding houses, dormitories, auto camps, trailers, residence clubs, tourist homes or cabins, and all other establishments of a similar nature.

(b) Unless the context otherwise requires, the definitions set forth in Section 302 of the Emergency Price Control Act of 1942 shall apply to other terms used in this Maximum Rent Regulation No. 5.

§ 1388.224. *Effective date of the regulation.* This Maximum Rent Regulation No. 5 (§§ 1388.211 to 1388.224, inclusive) shall become effective June 1, 1942.

Issued this 27th day of May 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-4927; Filed, May 27, 1942; 3:46 p. m.]

PART 1388—DEFENSE-RENTAL AREAS

[Maximum Rent Regulation No. 6]

HOUSING ACCOMMODATIONS OTHER THAN HOTELS AND ROOMING HOUSES IN A PORTION OF THE HARTFORD-NEW BRITAIN DEFENSE-RENTAL AREA

In the judgment of the Administrator, rents for housing accommodations within that portion of the Hartford-New Britain Defense-Rental Area, designated in the Designation and Rent Declaration (§§ 1388.251 to 1388.255, inclusive) issued by the Administrator on March 2, 1942 (consisting of the Towns of Berlin, Bloomfield, Bristol, East Hartford, East Windsor, Farmington, Glastonbury, Hartford, Manchester, New Britain, Newington, Plainville, Rocky Hill, Southington, South Windsor, West Hartford, Wethersfield, Windsor, and Windsor Locks, in the County of Hartford; the Towns of Cromwell, Middlefield, Middletown, and Portland, in the County of Middlesex; the Towns of Meriden and Wallingford, in the County of New Haven; and the Town of Vernon, in the County of Tolland, all in the State of Connecticut), have not been reduced and stabilized by State or local regulation, or otherwise, in accordance with the recommendations set forth in said Designation and Rent Declaration.

The Administrator has ascertained and given due consideration to the rents prevailing for housing accommodations within the said portion of the Hartford-New Britain Defense-Rental Area on or about April 1, 1941. It is his judgment that defense activities had not resulted in increases in rents for such housing accommodations inconsistent with the purposes of the Emergency Price Control Act of 1942 prior to April 1, 1941, but did result in such increases commencing on or about that date. The Administrator has made adjustments for such relevant factors as he has determined and deemed to be of general applicability in respect of such housing accommodations, including increases or decreases in property taxes and other costs.

In the judgment of the Administrator the maximum rents established by this Maximum Rent Regulation for housing accommodations within the said portion of the Hartford-New Britain Defense-Rental Area will be generally fair and equitable and will effectuate the purposes of the Emergency Price Control Act of 1942.

Therefore, under the authority vested in the Administrator by the Act, this Maximum Rent Regulation No. 6 is hereby issued.

AUTHORITY: §§ 1388.261 to 1388.274, inclusive, issued under Pub. Law 421, 77th Cong.

§ 1388.261 *Scope of regulation.* (a) This Maximum Rent Regulation No. 6 establishes the maximum rents which may be demanded or received for use or occupancy on and after June 1, 1942 of all housing accommodations within that portion of the Hartford-New Britain Defense-Rental Area designated in the Designation and Rent Declaration issued by the Administrator on March 2, 1942 (consisting of the Towns of Berlin, Bloomfield, Bristol, East Hartford, East Windsor, Farmington, Glastonbury, Hartford, Manchester, New Britain, Newington, Plainville, Rocky Hill, Southington, South Windsor, West Hartford, Wethersfield, Windsor, and Windsor Locks, in the County of Hartford; the Towns of Cromwell, Middlefield, Middletown, and Portland, in the County of Middlesex; the Towns of Meriden and Wallingford, in the County of New Haven; and the Town of Vernon, in the County of Tolland, all in the State of Connecticut—hereinafter referred to in this Maximum Rent Regulation No. 6 as the "Defense-Rental Area"), except as provided in paragraph (b) of this section.

(b) This Maximum Rent Regulation No. 6 does not apply to the following:

(1) Housing accommodations situated on a farm and occupied by a tenant who is engaged for a substantial portion of his time in farming operations thereon;

(2) Dwelling space occupied by domestic servants, caretakers, managers, or other employees to whom the space is provided as part of their compensation and who are employed for the purpose of rendering services in connection with the premises of which the dwelling space is a part;

(3) Housing accommodations within hotels or rooming houses: *Provided*, That this Maximum Rent Regulation No. 6 does apply to premises or structures though used as hotels or rooming houses.

(c) The provisions of any lease or other rental agreement shall remain in force pursuant to the terms thereof, except insofar as those provisions are inconsistent with this Maximum Rent Regulation No. 6.

(d) An agreement by the tenant to waive the benefit of any provision of this Maximum Rent Regulation No. 6 is void. A tenant shall not be entitled by reason of this Maximum Rent Regulation No. 6 to refuse to pay or to recover any portion of any rents due or paid for use or occupancy prior to June 1, 1942.

§ 1388.262 *Prohibition against higher than maximum rents.* Regardless of any contract, agreement, lease or other obligation heretofore or hereafter entered into, no person shall demand or receive any rent for use or occupancy on and after June 1, 1942 of any housing

accommodations within the Defense-Rental Area higher than the maximum rents provided by this Maximum Rent Regulation No. 6; and no person shall offer, solicit, attempt, or agree to do any of the foregoing. Lower rents than those provided by this Maximum Rent Regulation No. 6 may be demanded or received.

§ 1388.263 *Minimum services.* The maximum rents provided by this Maximum Rent Regulation No. 6 are for housing accommodations including, as a minimum, services of the same type, quantity, and quality as those provided on the date determining the maximum rent. If, on June 1, 1942, the services provided for housing accommodations are less than such minimum services, the landlord shall either restore and maintain the minimum services or, before July 1, 1942, file a petition pursuant to § 1388.265 (b) for approval of the decreased services. In all other cases the landlord shall provide the minimum services unless and until an order is entered pursuant to § 1388.265 (b) approving a decrease of such services.

§ 1388.264 *Maximum rents.* Maximum rents (unless and until changed by the Administrator as provided in § 1388.265) shall be:

(a) For housing accommodations rented on April 1, 1941, the rent for such accommodations on that date.

(b) For housing accommodations not rented on April 1, 1941, but rented at any time during the two months ending on that date, the last rent for such accommodations during that two month period.

(c) For housing accommodations not rented on April 1, 1941 nor during the two months ending on that date, but rented prior to June 1, 1942, the first rent for such accommodations after April 1, 1941. On or before July 1, 1942 every landlord of housing accommodations under this subsection shall file a report on the form provided for each of such accommodations stating the maximum rent and such other information as may be required. The Administrator may order a decrease in the maximum rent as provided in § 1388.265 (c).

(d) For (1) newly constructed housing accommodations without priority rating first rented after April 1, 1941 and before June 1, 1942, or (2) housing accommodations changed between those dates so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations changed between those dates from unfurnished to fully furnished, or from fully furnished to unfurnished, or (4) housing accommodations substantially changed between those dates by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, the first rent for such accommodations after such construction or change: *Provided, however,* That, where such first rent was fixed by a lease which was in force at the time of a major capital improvement, the maximum rent shall be the first rent after termination of such lease. On or before July 1, 1942, every landlord of housing accommodations under this subsection shall file a report on the form provided for each of such accommodations stating the maximum rent and such other information as may be required. The Administrator may order a decrease in the maximum rent as provided in § 1388.265 (c).

(e) For (1) newly constructed housing accommodations without priority rating first rented on or after June 1, 1942, or (2) housing accommodations changed on or after that date so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations not rented at any time between February 1, 1941 and June 1, 1942, the rent fixed by the Administrator. The landlord shall, prior to renting and in time to allow 15 days for action thereon, file a petition requesting the Administrator to enter an order fixing the maximum rent therefor. Such order shall be entered on the basis of the rent which the Administrator finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941. In cases involving construction due consideration shall be given to increased costs of construction, if any, since April 1, 1941.

If no order is entered on such petition within 15 days after filing, the landlord may rent such accommodations and the first rent therefor shall be the maximum rent. Within 5 days after so renting, the landlord shall report the maximum rent. The Administrator may order a decrease in such maximum rent as provided in § 1388.265 (c).

(f) For housing accommodations constructed with priority rating from the United States or any agency thereof for which the rent has been heretofore or is hereafter approved by the United States or any agency thereof, the rent so approved but in no event more than the first rent for such accommodations.

(g) For housing accommodations owned by the United States or any agency thereof, or any corporation owned thereby, or by the State of Connecticut or any of its political subdivisions or any agency of any of the foregoing, the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941, as determined by the owner of such accommodations. The Administrator may order a decrease in the maximum rent as provided in § 1388.265 (c).

§ 1388.265 *Adjustments and other determinations.* In the circumstances enumerated in this section, the Administrator may issue an order changing the maximum rents otherwise allowable or the minimum services required. In those cases involving a major capital improvement, an increase or decrease in the furniture, furnishings or equipment, an increase or decrease of services, or a deterioration, the adjustment in the maximum rent shall be the amount the Administrator finds would have been on April 1, 1941 the difference in the rental value of the housing accommodations by reason of such change. In all other cases, except those under paragraphs (a) (7) and (c) (6) of this section, the adjustment shall be on the basis of the rent which the Administrator finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941. In cases involving construction due consideration shall be given to increased costs of construction, if any, since April 1, 1941. In cases under paragraphs (a) (7) and (c) (6) of this section the adjustment shall be on the basis of the rents which the Administrator finds were generally prevailing in the Defense-Rental Area for comparable housing accommodations during the year ending on April 1, 1941.

(a) Any landlord may file a petition for adjustment to increase the maximum rent otherwise allowable, only on the grounds that:

(1) There has been on or after June 1, 1942, a substantial change in the housing accommodations by a major capital improvement as distinguish d from ordinary repair, replacement and maintenance.

(2) There was, prior to April 1, 1941, and within the six months ending on that date, a substantial change in the housing accommodations by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, and the rent on April 1, 1941, was fixed by a lease which was in force at the time of such change.

(3) There has been a substantial increase in the services, furniture, furnishings or equipment provided with the housing accommodations since the date or order determining its maximum rent.

(4) The rent on the date determining the maximum rent was materially affected by the blood, personal or other special relationship between the landlord and the tenant and as a result was substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941.

(5) There was in force on April 1, 1941, a written lease, which had been in force for more than one year on that date, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941: *Provided,* That no increase shall be granted while the lease remains in force.

(6) The rent on the date determining the maximum rent was established by a written lease which provided for a substantially higher rent at other periods during the term of such lease: *Provided,* That no increase shall be granted in excess of the rent provided by said lease while it remains in force.

(7) The rent on the date determining the maximum rent was substantially lower than at other times of year by reason of seasonal demand for such housing accommodations. In such cases the Administrator's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(b) If, on June 1, 1942, the services provided for housing accommodations are less than those provided on the date determining the maximum rent, the landlord shall either restore the services to those provided on the date determining the maximum rent and maintain such services, or, before July 1, 1942, file a petition requesting approval of the decreased services. Except as above provided, the landlord shall maintain the minimum services unless and until he has filed a petition to decrease services and an order permitting a decrease has been entered thereon; however, if it is impossible to provide the minimum services, he shall file a petition within five days after the change of services occurs. The order on any petition under this paragraph may require an appropriate adjustment in the maximum rent.

(c) The Administrator at any time, on his own initiative or on application of the tenant, may order a decrease of the maximum rent otherwise allowable, only on the grounds that:

(1) The maximum rent for housing accommodations under paragraphs (c), (d), or (g) of § 1388.264 is higher than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941; or the maximum rent for housing accommodations under paragraph (e) of § 1388.264 for which the rent was not fixed by the Administrator is higher than such generally prevailing rent.

(2) There has been a substantial deterioration of the housing accommodations other than ordinary wear and tear since the date or order determining its maximum rent.

(3) There has been a substantial decrease in the services, furniture, furnishings or equipment provided with the housing accommodations since the date or order determining its maximum rent.

(4) The rent on the date determining the maximum rent was materially affected by the blood, personal or other special relationship between the landlord and the tenant and as a result was substantially higher than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941.

(5) The rent on the date determining the maximum rent was established by a written lease which provided for a substantially lower rent at other periods during the term of such lease.

(6) The rent on the date determining the maximum rent was substantially higher than at other times of year by reason of seasonal demand for such housing accommodations. In such cases the Administrator's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(d) If the rent on the date determining the maximum rent, or any other fact necessary to the determination of the maximum rent, is in dispute between the landlord and the tenant, or is in doubt, or is not known, the Administrator on petition of the landlord filed prior to July 1, 1942, or at any time on his own initiative, may enter an order fixing the maximum rent by determining such fact; or if the Administrator is unable to ascertain such fact he shall enter the order on the basis of the rent which he finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941.

(e) Where, at the expiration or other termination of an underlying lease or other rental agreement, housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons occupying under a rental agreement with the tenant, the landlord may rent the entire premises for use by similar occupancy for a rent not in excess of the aggregate maximum rents of the separate dwelling units, or may rent the separate dwelling units for rents not in excess of the maximum rents applicable to such units.

Where housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons occupying under a rental agreement with the tenant, the tenant may petition the Administrator for leave to exercise any right he would have except for this Maximum Rent Regulation No. 6 to sell his underlying lease or other rental agreement. The Administrator may grant such petition if he finds that the sale will not result, and that sales of such character would not be likely to result, in the circumvention or evasion of the Act or this Maximum Rent Regulation No. 6. He may require that the sale be made on such terms as he deems necessary to prevent such circumvention or evasion.

§ 1388.266 *Restrictions on removal of tenant.* (a) So long as the tenant continues to pay the rent to which the landlord is entitled, no tenant shall be removed from any housing accommodations, by action to evict or to recover possession, by exclusion from possession, or otherwise, nor shall any person attempt such removal or exclusion from possession, notwithstanding that such tenant has no lease or that his lease or other rental agreement has expired or otherwise terminated, unless:

(1) The tenant, who had a written lease or other written rental agreement, has refused upon demand of the landlord to execute a written extension or renewal thereof for a further term of like duration but not in excess of one year but otherwise on the same terms and conditions as the previous lease or agreement except insofar as such terms and conditions are inconsistent with this Maximum Rent Regulation No. 6; or

(2) The tenant has unreasonably refused the landlord access to the housing accommodations for the purpose of inspection or of showing the accommodations to a prospective purchaser, mortgagee or prospective mortgagee, or other person having a legitimate interest therein: *Provided, however,* That such refusal shall not be ground for removal or eviction if such inspection or showing of the accommodations is contrary to the provisions of the tenant's lease or other rental agreement; or

(3) The tenant (i) has violated a substantial obligation of his tenancy, other than an obligation to pay rent, and has continued, or failed to cure, such violation after written notice by the landlord that the violation cease, or (ii) is committing or permitting a nuisance or is using or permitting a use of the housing accommodations for an immoral or illegal purpose; or

(4) The tenant's lease or other rental agreement has expired or otherwise terminated, and at the time of termination the housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons who occupied under a rental agreement with the tenant; or

(5) The landlord seeks in good faith to recover possession for the immediate purpose of demolishing the housing accommodations or of substantially altering or remodeling it in a manner which cannot practicably be done with the tenant in occupancy and the plans for such alteration or remodeling have been approved by the proper authorities, if such approval is required by local law; or

(6) The landlord seeks in good faith to recover possession of the housing accommodations for immediate use and occupancy as a dwelling by himself, his family or dependents; or he has in good faith contracted in writing to sell the accommodations for immediate use and occupancy by a purchaser, who in good faith has represented in writing that he will use the accommodations as a dwelling for himself, his family or dependents; or the landlord seeks in good faith not to offer the housing accommodations for rent. If a tenant has been removed or evicted under this paragraph (a) (6) from housing accommodations, such accommodations shall not be rented for a period of six months after such removal or eviction without permission of the Administrator. The landlord may petition the Administrator for permission to rent the accommodations during such six month period, and the Administrator shall grant such permission if he finds that the action was in good faith and not for the purpose of evading any provision of the Act or this Regulation.

(b) No tenant shall be removed or evicted on grounds other than those stated above unless, on petition of the landlord, the Administrator certifies that the landlord may pursue his remedies in accordance with the requirements of the local law. The Administrator shall so certify if the landlord establishes that removals or evictions of the character proposed are not inconsistent with the purposes of the Act or this Maximum Rent Regulation No. 6 and would not be likely to result in the circumvention or evasion thereof.

(c) Where a tenant is removed or evicted under the provisions of paragraph (a) (4) of this section, or where the tenant's interest in the housing accommodations has terminated because the landlord has sought a higher rent as authorized by § 1388.265 (e), and at the

time of such removal, eviction or termination the housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons who occupied under a rental agreement with the tenant, such subtenants or other occupants shall be deemed to become the tenants of the landlord on the same terms and conditions, consistent with this Maximum Rent Regulation No. 6, as they would have held from the tenant if his tenancy had continued and their maximum rents shall remain unchanged: *Provided, however,* That this subsection shall not prevent the removal or eviction of a subtenant or other such occupant where the tenant rented to such person in violation of the obligations of his tenancy. Persons who continue in occupancy under this subsection may be removed or evicted as provided in this section.

(d) At the time of commencing any action to remove or evict a tenant (except an action based on non-payment of a rent not in excess of the maximum rent) the landlord shall give written notice thereof to the Area Rent Office stating the title and number of the case, the court in which it is filed, the name and address of the tenant and the grounds on which eviction is sought.

(e) No provision of this section shall be construed to authorize the removal of a tenant unless such removal is authorized under the local law.

§ 1388.267 *Registration.* On or before July 1, 1942, or within 30 days after the property is first rented, whichever date is the later, every landlord of housing accommodations rented or offered for rent shall file in triplicate a written statement on the form provided therefor to be known as a registration statement. The statement shall identify each dwelling unit and specify the maximum rent provided by this Regulation for such dwelling unit and shall contain such other information as the Administrator shall require. The original shall remain on file with the Administrator and he shall cause one copy to be delivered to the tenant and one copy, stamped to indicate that it is a correct copy of the original, to be returned to the landlord. In any subsequent change of tenancy the landlord shall exhibit to the new tenant his stamped copy of the registration statement, and shall obtain the tenant's signature and the date thereof on the back of such statement. Within five days after renting to a new tenant, the landlord shall file a notice on the form provided therefor, on which he shall obtain the tenant's signature, stating that there has been a change in tenancy, that the stamped copy of the registration statement has been exhibited to the new tenant and that the rent for such accommodations is in conformity therewith.

No payment of rent need be made unless the landlord tenders a receipt for the amount to be paid.

When the maximum rent is changed by order of the Administrator the landlord shall deliver his stamped copy of the registration statement to the Area Rent Office for appropriate action reflecting such change.

§ 1388.268 *Inspection.* Any tenant or any person who rents or offers for rent or acts as a broker or agent for the rental of housing accommodations shall permit such inspection of the accommodations by the Administrator as he may, from time to time, require.

§ 1388.269 *Evasion.* The maximum rents and other requirements provided in this Maximum Rent Regulation No. 6 shall not be evaded, either directly or indirectly, in connection with the renting or leasing or the transfer of a lease of housing accommodations, by way of absolute or conditional sale, sale with purchase money or other form of mortgage, or sale with option to repurchase, or by modification of the practices relating to payment of commissions or other charges, or by modification of the services furnished with housing accommodations, or otherwise.

§ 1388.270 *Enforcement.* Persons violating any provision of this Maximum Rent Regulation No. 6 are subject to criminal penalties, civil enforcement actions and suits for treble damages as provided for by the Act.

§ 1388.271 *Procedure.* All registration statements, reports and notices provided for by this Maximum Rent Regulation No. 6 shall be filed with the Area Rent Office. All landlord's petitions and tenant's applications shall be filed with such office in accordance with Procedural Regulation No. 3 (§§ 1300.201 to 1300.247, inclusive).

§ 1388.272 *Petitions for amendment.* Persons seeking any amendment of general applicability to any provision of this Maximum Rent Regulation No. 6 may file petitions therefor in accordance with Procedural Regulation No. 3 (§§ 1300.201 to 1300.247, inclusive).

§ 1388.273 *Definitions.* (a) When used in this Maximum Rent Regulation No. 6:

(1) The term "Act" means the Emergency Price Control Act of 1942.

(2) The term "Administrator" means the Price Administrator of the Office of Price Administration, or the Rent Director or such other person or persons as the Administrator may appoint or designate to carry out any of the duties delegated to him by the Act.

(3) The term "Rent Director" means the person designated by the Administrator as director of the Hartford-New Britain Defense-Rental Area or such person or persons as may be designated to carry out any of the duties delegated to the Rent Director by the Administrator.

(4) The term "Area Rent Office" means the office of the Rent Director in the Hartford-New Britain Defense-Rental Area.

(5) The term "person" includes an individual, corporation, partnership, association, or any other organized group of persons, or legal successor or representative of any of the foregoing, and includes the United States or any agency thereof, or any other government, or any of its political subdivisions, or any agency of any of the foregoing.

(6) The term "housing accommodations" means any building, structure, or part thereof, or land appurtenant thereto, or any other real or personal property rented or offered for rent for living or dwelling purposes, together with all privileges, services, furnishings, furniture, equipment, facilities and improvements connected with the use or occupancy of such property.

(7) The term "services" includes repairs, decorating and maintenance, the furnishing of light, heat, hot and cold water, telephone, elevator service, window shades, and storage, kitchen, bath, and laundry facilities and privileges, maid service, linen service, janitor service, the removal of refuse and any other privilege or facility connected with the use or occupancy of housing accommodations.

(8) The term "landlord" includes an owner, lessor, sublessor, assignee or other person receiving or entitled to receive rent for the use or occupancy of any housing accommodations, or an agent of any of the foregoing.

(9) The term "tenant" includes a subtenant, lessee, sublessee, or other person entitled to the possession or to the use or occupancy of any housing accommodations.

(10) The term "rent" means the consideration, including any bonus, benefit, or gratuity, demanded or received for the use or occupancy of housing accommodations or for the transfer of a lease of such accommodations.

(11) The term "hotel" means any establishment generally recognized as such in its community, containing more than 50 rooms and used predominantly for transient occupancy.

(12) The term "rooming house" means, in addition to its customary usage, a building or portion of a building other than a hotel in which a furnished room or rooms not constituting an apartment are rented on a short time basis of daily, weekly or monthly occupancy to more than two paying tenants not members of the landlord's immediate family. The term includes boarding houses, dormitories, auto camps, trailers, residence clubs, tourist homes or cabins, and all other establishments of a similar nature.

(b) Unless the context otherwise requires, the definitions set forth in section 302 of the Emergency Price Control Act of 1942 shall apply to other terms used in this Maximum Rent Regulation No. 6.

§ 1388.274 *Effective date of the regulation.* This Maximum Rent Regulation No. 6 (§§ 1388.261 to 1388.274, inclusive) shall become effective June 1, 1942.

Issued this 27th day of May, 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-4928; Filed, May 27, 1942, 3:46 p. m.]

PART 1388—DEFENSE-RENTAL AREAS

[Maximum Rent Regulation No. 7]

HOUSING ACCOMMODATIONS OTHER THAN HOTELS AND ROOMING HOUSES IN THE COLUMBUS, GEORGIA, DEFENSE-RENTAL AREA

In the judgment of the Administrator, rents for housing accommodations within the Columbus, Georgia Defense-Rental Area, as designated in the Designation and Rent Declaration issued by the Administrator on March 2, 1942 (§§ 1388.301 to 1388.305, inclusive), have not been reduced and stabilized by State or local regulation, or otherwise, in accordance with the recommendations set forth in said Designation and Rent Declaration.

It is the judgment of the Administrator that by April 1, 1941 defense activities already had resulted in increases in rents for housing accommodations within the Columbus, Georgia Defense-Rental Area inconsistent with the purposes of the Emergency Price Control Act of 1942. The Administrator has therefore ascertained and given due consideration to the rents prevailing for housing accommodations within the Columbus, Georgia Defense-Rental Area on or about January 1, 1941; and it is his judgment that the most recent date which does not reflect increases in rents for such housing accommodations inconsistent with the purposes of the Act is on or about that date. The Administrator has made adjustments for such relevant factors as he has determined and deemed to be of general applicability in respect of such housing accommodations, including increases or decreases in property taxes and other costs.

In the judgment of the Administrator the maximum rents established by this Maximum Rent Regulation for housing accommodations within the Columbus, Georgia Defense-Rental Area will be generally fair and equitable and will effectuate the purposes of the Emergency Price Control Act of 1942.

Therefore, under the authority vested in the Administrator by the Act, this Maximum Rent Regulation No. 7 is hereby issued.

[AUTHORITY: §§ 1388.311 to 1388.324, inclusive, issued under Pub. Law 421, 77th Cong.]

§ 1388.311 *Scope of regulation.* (a) This Maximum Rent Regulation No. 7 establishes the maximum rents which may be demanded or received for use or occupancy on and after June 1, 1942 of all housing accommodations within the Columbus, Georgia Defense-Rental Area, as designated in the Designation and Rent Declaration issued by the Administrator on March 2, 1942 (§§ 1388.301 to 1388.305, inclusive), except as provided in paragraph (b) of this section.

(b) This Maximum Rent Regulation No. 7 does not apply to the following:

(1) Housing accommodations situated on a farm and occupied by a tenant who is engaged for a substantial portion of his time in farming operations thereon;

(2) Dwelling space occupied by domestic servants, caretakers, managers, or other employees to whom the space is provided as part of their compensation and who are employed for the purpose of rendering services in connection with the premises of which the dwelling space is a part;

(3) Housing accommodations within hotels or rooming houses: *Provided*, That this Maximum Rent Regulation No. 7 does apply to premises or structures though used as hotels or rooming houses.

(c) The provisions of any lease or other rental agreement shall remain in force pursuant to the terms thereof, except insofar as those provisions are inconsistent with this Maximum Rent Regulation No. 7.

(d) An agreement by the tenant to waive the benefit of any provision of this Maximum Rent Regulation No. 7 is void. A tenant shall not be entitled by reason of this Maximum Rent Regulation No. 7 to refuse to pay or to recover any portion of any rents due or paid for use or occupancy prior to June 1, 1942.

§ 1388.312 *Prohibition against higher than maximum rents.* Regardless of any contract, agreement, lease or other obligation heretofore or hereafter entered into, no person shall demand or receive any rent for use or occupancy on and after June 1, 1942 of any housing accommodations within the Defense-Rental Area higher than the maximum rents provided by this Maximum Rent Regulation No. 7; and no person shall offer, solicit, attempt, or agree to do any of the foregoing. Lower rents than those provided by this Maximum Rent Regulation No. 7 may be demanded or received.

§ 1388.313 *Minimum services.* The maximum rents provided by this Maximum Rent Regulation No. 7 are for housing accommodations including, as a minimum, services of the same type, quantity, and quality as those provided on the date determining the maximum rent. If, on June 1, 1942, the services provided for housing accommodations are less than such minimum services, the landlord shall either restore and maintain the minimum services or, before July 1, 1942, file a petition pursuant to § 1388.315 (b) for approval of the decreased services. In all other cases the landlord shall provide the minimum services unless and until an order is entered pursuant to § 1388.315 (b) approving a decrease of such services.

§ 1388.314 *Maximum rents.* Maximum rents (unless and until changed by the Administrator as provided in § 1388 315) shall be:

(a) For housing accommodations rented on January 1, 1941, the rent for such accommodations on that date.

(b) For housing accommodations not rented on January 1, 1941, but rented at any time during the two months ending on that date, the last rent for such accommodations during that two month period.

(c) For housing accommodations not rented on January 1, 1941 nor during the two months ending on that date, but rented prior to June 1, 1942, the first rent for such accommodations after January 1, 1941. On or before July 1, 1942 every landlord of housing accommodations under this paragraph shall file a report on the form provided for each of such accommodations stating the maximum rent and such other information as may be required. The Administrator may order a decrease in the maximum rent as provided in § 1388.315 (c).

(d) For (1) newly constructed housing accommodations without priority rating first rented after January 1, 1941 and before June 1, 1942, or (2) housing accommodations changed between those dates so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations changed between those dates from unfurnished to fully furnished, or from fully furnished to unfurnished, or (4) housing accommodations substantially changed between those dates by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, the first rent for such accommodations after such construction or change: *Provided, however*, That, where such first rent was fixed by a lease which was in force at the time of a major capital improvement, the maximum rent shall be the first rent after termination of such lease. On or before July 1, 1942, every landlord of housing accommodations under this paragraph shall file a report on the form provided for each of such accommodations stating the maximum rent and such other information required. The Administrator may order a decrease in the maximum rent as provided in § 1388.315 (c).

(e) For (1) newly constructed housing accommodations without priority rating first rented on or after June 1, 1942, or (2) housing accommodations changed on or after that date so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations not rented at any time between November 1, 1940 and June 1, 1942, the rent fixed by the Administrator. The landlord shall, prior to renting and in time to allow 15 days for action thereon, file a petition requesting the Administrator to enter an order fixing the maximum rent therefor. Such order shall be entered on the basis of the rent which the Administrator finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on January 1, 1941. In cases involving construction due consideration shall be given to increased costs of construction, if any, since January 1, 1941.

If no order is entered on such petition within 15 days after filing, the landlord may rent such accommodations and the first rent therefor shall be the maximum rent. Within 5 days after so renting, the landlord shall report the maximum rent. The Administrator may order a decrease in such maximum rent as provided in § 1388.315 (c).

(f) For housing accommodations constructed with priority rating from the United States or any agency thereof for which the rent has been heretofore or is hereafter approved by the United States or any agency thereof, the rent so ap-

proved but in no event more than the first rent for such accommodations.

(g) For housing accommodations owned by the United States or any agency thereof, or any corporation owned thereby, or by the State of Alabama or Georgia or any of its political subdivisions or any agency of any of the foregoing, the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on January 1, 1941, as determined by the owner of such accommodations. The Administrator may order a decrease in the maximum rent as provided in § 1388.315 (c).

§ 1388.315 *Adjustments and other determinations.* In the circumstances enumerated in this section, the Administrator may issue an order changing the maximum rents otherwise allowable or the minimum services required. In those cases involving a major capital improvement, an increase or decrease in the furniture, furnishings or equipment, an increase or decrease of services, or a deterioration, the adjustment in the maximum rent shall be the amount the Administrator finds would have been on January 1, 1941 the difference in the rental value of the housing accommodations by reason of such change. In all other cases, except those under paragraphs (a) (7) and (c) (6) of this section, the adjustment shall be on the basis of the rent which the Administrator finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on January 1, 1941. In cases involving construction due consideration shall be given to increased costs of construction, if any, since January 1, 1941. In cases under paragraphs (a) (7) and (c) (6) of this section the adjustment shall be on the basis of the rents which the Administrator finds were generally prevailing in the Defense-Rental Area for comparable housing accommodations during the year ending on January 1, 1941.

(a) Any landlord may file a petition for adjustment to increase the maximum rent otherwise allowable, only on the grounds that:

(1) There has been on or after June 1, 1942 a substantial change in the housing accommodations by a major capital improvement as distinguished from ordinary repair, replacement and maintenance.

(2) There was, prior to January 1, 1941 and within the six months ending on that date, a substantial change in the housing accommodations by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, and the rent on January 1, 1941 was fixed by a lease which was in force at the time of such change.

(3) There has been a substantial increase in the services, furniture, furnishings or equipment provided with the housing accommodations since the date or order determining its maximum rent.

(4) The rent on the date determining the maximum rent was materially affected by the blood, personal or other special relationship between the landlord and the tenant and as a result was substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing acocmmodations on January 1, 1941.

(5) There was in force on January 1, 1941, a written lease, which had been in force for more than one year on that date, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on January 1, 1941: *Provided*, That no increase shall be granted while the lease remains in force.

(6) The rent on the date determining the maximum rent was established by a written lease which provided for a substantially higher rent at other periods during the term of such lease; provided that no increase shall be granted in excess of the rent provided by said lease while it remains in force.

(7) The rent on the date determining the maximum rent was substantially lower than at other times of year by reason of seasonal demand for such housing accommodations. In such cases the Administrator's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(b) If, on June 1, 1942, the services provided for housing accommodations are less than those provided on the date determining the maximum rent, the landlord shall either restore the services to those provided on the date determining the maximum rent and maintain such services or, before July 1, 1942, file a petition requesting approval of the decreased services. Except as above provided, the landlord shall maintain the minimum services unless and until he has filed a petition to decrease services and an order permitting a decrease has been entered thereon; however, if it is impossible to provide the minimum services, he shall file a petition within five days after the change of services occurs. The order on any petition under this paragraph may require an appropriate adjustment in the maximum rent.

(c) The Administrator at any time, on his own initiative or on application of the tenant, may order a decrease of the maximum rent otherwise allowable, only on the grounds that:

(1) The maximum rent for housing accommodations under paragraphs (c), (d), or (g) of § 1388.314 is higher than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on January 1, 1941; or the maximum rent for housing accommodations under paragraph (e) of § 1388.314 for which the rent was not fixed by the Administrator is higher than such generally prevailing rent.

(2) There has been a substantial deterioration of the housing accommodations other than ordinary wear and tear since the date or order determining its maximum rent.

(3) There has been a substantial decrease in the services, furniture, furnishings or equipment provided with the housing accommodations since the date or order determining its maximum rent.

(4) The rent on the date determining the maximum rent was materially affected by the blood, personal or other special relationship between the landlord and the tenant and as a result was substantially higher than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on January 1, 1941.

(5) The rent on the date determining the maximum rent was established by a written lease which provided for a substantially lower rent at other periods during the term of such lease.

(6) The rent on the date determining the maximum rent was substantially higher than at other times of year by reason of seasonal demand for such housing accommodations. In such cases the Administrator's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(d) If the rent on the date determining the maximum rent, or any other fact necessary to the determination of the maximum rent, is in dispute between the landlord and the tenant, or is in doubt, or is not known, the Administrator on petition of the landlord filed prior to July 1, 1942, or at any time on his own initiative, may enter an order fixing the maximum rent by determining such fact; or if the Administrator is unable to ascertain such fact he shall enter the order on the basis of the rent which he finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on January 1, 1941.

(e) Where, at the expiration or other termination of an underlying lease or other rental agreement, housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons occupying under a rental agreement with the tenant, the landlord may rent the entire premises for use by similar occupancy for a rent not in excess of the aggregate maximum rents of the separate dwelling units, or may rent the separate dwelling units for rents not in excess of the maximum rents applicable to such units.

Where housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons occupying under a rental agreement with the tenant, the tenant may petition the Administrator for leave to exercise any right he would have except for this Maximum Rent Regulation No. 7 to sell his underlying lease or other rental agreement. The Administrator may grant such petition if he finds that the sale will not result, and that sales of such character would not be likely to result, in the circumvention or evasion of the Act or this Regulation. He may require that the sale be made on such terms as he deems necessary to prevent such circumvention or evasion.

§ 1388.316 *Restrictions on removal of tenant.* (a) So long as the tenant continues to pay the rent to which the landlord is entitled, no tenant shall be re-

moved from any housing accommodations, by action to evict or to recover possession, by exclusion from possession, or otherwise, nor shall any person attempt such removal or exclusion from possession, notwithstanding that such tenant has no lease or that his lease or other rental agreement has expired or otherwise terminated, unless:

(1) The tenant, who had a written lease or other written rental agreement, has refused upon demand of the landlord to execute a written extension or renewal thereof for a further term of like duration but not in excess of one year but otherwise on the same terms and conditions as the previous lease or agreement except insofar as such terms and conditions are inconsistent with this Maximum Rent Regulation No. 7; or

(2) The tenant has unreasonably refused the landlord access to the housing accommodations for the purpose of inspection or of showing the accommodations to a prospective purchaser, mortgagee or prospective mortgagee, or other person having a legitimate interest therein: *Provided, however,* That such refusal shall not be ground for removal or eviction if such inspection or showing of the accommodations is contrary to the provisions of the tenant's lease or other rental agreement; or

(3) The tenant (i) has violated a substantial obligation of his tenancy, other than an obligation to pay rent, and has continued, or failed to cure, such violation after written notice by the landlord that the violation cease, or (ii) is committing or permitting a nuisance or is using or permitting a use of the housing accommodations for an immoral or illegal purpose; or

(4) The tenant's lease or other rental agreement has expired or otherwise terminated, and at the time of termination the housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons who occupied under a rental agreement with the tenant; or

(5) The landlord seeks in good faith to recover possession for the immediate purpose of demolishing the housing accommodations or of substantially altering or remodeling it in a manner which cannot practicably be done with the tenant in occupancy and the plans for such alteration or remodeling have been approved by the proper authorities, if such approval is required by local law; or

(6) The landlord seeks in good faith to recover possession of the housing accommodations for immediate use and occupancy as a dwelling by himself, his family or dependents; or he has in good faith contracted in writing to sell the accommodations for immediate use and occupancy by a purchaser, who in good faith has represented in writing that he will use the accommodations as a dwelling for himself, his family or dependents; or the landlord seeks in good faith not to offer the housing accommodations for rent. If a tenant has been removed or evicted under this paragraph (a) (6) from housing accommodations, such accommodations shall not be rented for a period of six months after such removal or eviction without permission of the Administrator. The landlord may petition the Administrator for permission to rent the accommodations during such six month period, and the Administrator shall grant such permission if he finds that the action was in good faith and not for the purpose of evading any provision of the Act or this Maximum Rent Regulation No. 7.

(b) No tenant shall be removed or evicted on grounds other than those stated above unless, on petition of the landlord, the Administrator certifies that the landlord may pursue his remedies in accordance with the requirements of the local law. The Administrator shall so certify if the landlord establishes that removals or evictions of the character proposed are not inconsistent with the purposes of the Act or this Maximum Rent Regulation No. 7 and would not be likely to result in the circumvention or evasion thereof.

(c) Where a tenant is removed or evicted under the provisions of paragraph (a) (4) of this section, or where the tenant's interests in the housing accommodations has terminated because the landlord has sought a higher rent as authorized by § 1388.315 (e), and at the time of such removal, eviction or termination the housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons who occupied under a rental agreement with the tenant, such subtenants or other occupants shall be deemed to become the tenants of the landlord on the same terms and conditions, consistent with this Maximum Rent Regulation No. 7, as they would have held from the tenant if his tenancy had continued and their maximum rents shall remain unchanged: *Provided, however,* That this paragraph shall not prevent the removal or eviction of a subtenant or other such occupant where the tenant rented to such person in violation of the obligations of his tenancy. Persons who continue in occupancy under this paragraph may be removed or evicted as provided in this section.

(d) At the time of commencing any action to remove or evict a tenant (except an action based on non-payment of a rent not in excess of the maximum rent) the landlord shall give written notice thereof to the Area Rent Office stating the title and number of the case, the court in which it is filed, the name and address of the tenant and the grounds on which eviction is sought.

(e) No provision of this section shall be construed to authorize the removal of a tenant unless such removal is authorized under the local law.

§ 1388.317 *Registration.* On or before July 1, 1942, or within 30 days after the property is first rented, whichever date is the later, every landlord of housing accommodations rented or offered for rent shall file in triplicate a written statement on the form provided therefor to be known as a registration statement. The statement shall identify each dwelling unit and specify the maximum rent provided by this Maximum Rent Regulation No. 7 for such dwelling unit and shall contain such other information as the Administrator shall require. The original shall remain on file with the Administrator and he shall cause one copy to be delivered to the tenant and one copy, stamped to indicate that it is a correct copy of the original, to be returned to the landlord. In any subsequent change of tenancy the landlord shall exhibit to the new tenant his stamped copy of the registration statement, and shall obtain the tenant's signature and the date thereof on the back of such statement. Within five days after renting to a new tenant, the landlord shall file a notice on the form provided therefor, on which he shall obtain the tenant's signature, stating that there has been a change in tenancy, that the stamped copy of the registration statement has been exhibited to the new tenant and that the rent for such accommodations is in conformity therewith.

No payment of rent need be made unless the landlord tenders a receipt for the amount to be paid.

When the maximum rent is changed by order of the Administrator the landlord shall deliver his stamped copy of the registration statement to the Area Rent Office for appropriate action reflecting such change.

§ 1388.318 *Inspection.* Any tenant or any person who rents or offers for rent or acts as a broker or agent for the rental of housing accommodations shall permit such inspection of the accommodations by the Administrator as he may, from time to time, require.

§ 1388.319 *Evasion.* The maximum rents and other requirements provided in this Maximum Rent Regulation No. 7 shall not be evaded, either directly or indirectly, in connection with the renting or leasing or the transfer of a lease of housing accommodations, by way of absolute or conditional sale, sale with purchase money or other form of mortgage, or sale with option to repurchase, or by modification of the practices relating to payment of commissions or other charges, or by modification of the services furnished with housing accommodations, or otherwise.

§ 1388.320 *Enforcement.* Persons violating any provision of this Maximum Rent Regulation No. 7 are subject to criminal penalties, civil enforcement actions and suits for treble damages as provided for by the Act.

§ 1388.321 *Procedure.* All registration statements, reports and notices provided for by this Maximum Rent Regulation No. 7 shall be filed with the Area Rent Office. All landlord's petitions and tenant's applications shall be filed with such office in accordance with Procedural Regulation No. 3 (§§ 1300.201 to 1300.247, inclusive).

§ 1388.322 *Petitions for amendment.* Persons seeking any amendment of general applicability to any provision of this Maximum Rent Regulation No. 7 may file petitions therefor in accordance with

Procedural Regulation No. 3 (§§ 1300.201 to 1300.247, inclusive).

§ 1388.323 *Definitions.* (a) When used in this Maximum Rent Regulation No. 7:

(1) The term "Act" means the Emergency Price Control Act of 1942.

(2) The term "Administrator" means the Price Administrator of the Office of Price Administration, or the Rent Director or such other person or persons as the Administrator may appoint or designate to carry out any of the duties delegated to him by the Act.

(3) The term "Rent Director" means the person designated by the Administrator as director of the Columbus, Georgia Defense-Rental Area or such person or persons as may be designated to carry out any of the duties delegated to the Rent Director by the Administrator.

(4) The term "Area Rent Office" means the Office of the Rent Director in the Columbus, Georgia Defense-Rental Area.

(5) The term "person" includes an individual, corporation, partnership, association, or any other organized group of persons, or legal successor or representative of any of the foregoing, and includes the United States or any agency thereof, or any other government, or any of its political subdivisions, or any agency of any of the foregoing.

(6) The term "housing accommodations" means any building, structure, or part thereof, or land appurtenant thereto, or any other real or personal property rented or offered for rent for living or dwelling puposes, together with all privileges, services, furnishings, furniture, equipment, facilities and improvements connected with the use or occupancy of such property.

(7) The term "services" includes repairs, decorating and maintenance, the furnishing of light, heat, hot and cold water, telephone, elevator service, window shades, and storage, kitchen, bath, and laundry facilities and privileges, maid service, linen service, janitor service, the removal of refuse and any other privilege or facility connected with the use or occupancy of housing accommodations.

(8) The term "landlord" includes an owner, lessor, sublessor, assignee or other person receiving or entitled to receive rent for the use or occupancy of any housing accommodations, or an agent of any of the foregoing.

(9) The term "tenant" includes a subtenant, lessee, sublessee, or other person entitled to the possession or to the use or occupancy of any housing accommodations.

(10) The term "rent" means the consideration, including any bonus, benefits, or gratuity, demanded or received for the use or occupancy of housing accommodations or for the transfer of a lease of such accommodations.

(11) The term "hotel" means any establishment generally recognized as such in its community, containing more than 50 rooms and used predominantly for transient occupancy.

(12) The term "rooming house" means, in addition to its customary usage, a building or portion of a building other than a hotel in which a furnished room or rooms not constituting an apartment are rented on a short time basis of daily, weekly or monthly occupancy to more than two paying tenants not members of the landlord's immediate family. The term includes boarding houses, dormitories, auto camps, trailers, residence clubs, tourist homes or cabins, and all other establishments of a similar nature.

(b) Unless the context otherwise requires, the definitions set forth in section 302 of the Emergency Price Control Act of 1942 shall apply to other terms used in this Maximum Rent Regulation No. 7.

§ 1388.324 *Effective date of the regulation.* This Maximum Rent Regulation No. 7 (§§ 1388.311 to 1388.324, inclusive) shall become effective June 1, 1942.

Issued this 27th day of May 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-4929; Filed, May 27, 1942; 3:47 p. m.]

PART 1388—DEFENSE-RENTAL AREAS

[Maximum Rent Regulation No. 8]

HOUSING ACCOMMODATIONS OTHER THAN HOTELS AND ROOMING HOUSES IN THE SOUTH BEND DEFENSE-RENTAL AREA

In the judgment of the Administrator, rents for housing accommodations within the South Bend Defense-Rental Area, as designated in the Designation and Rent Declaration issued by the Administrator on March 2, 1942 (§§ 1388.351 to 1388.355, inclusive), have not been reduced and stabilized by State or local regulation, or otherwise, in accordance with the recommendations set forth in said Designation and Rent Declaration.

The Administrator has ascertained and given due consideration to the rents prevailing for housing accommodations within the South Bend Defense-Rental Area on or about April 1, 1941. It is his judgment that defense activities had not resulted in increases in rents for such housing accommodations inconsistent with the purposes of the Emergency Price Control Act of 1942 prior to April 1, 1941, but did result in such increases commencing on or about that date. The Administrator has made adjustments for such relevant factors as he has determined and deemed to be of general applicability in respect of such housing accommodations, including increases or decreases in property taxes and other costs.

In the judgment of the Administrator the maximum rents established by this Maximum Rent Regulation No. 8 for housing accommodations within the South Bend Defense-Rental Area will be generally fair and equitable and will effectuate the purposes of the Emergency Price Control Act of 1942.

Therefore, under the authority vested in the Administrator by this Act, this Maximum Rent Regulation No. 8 is hereby issued.

AUTHORITY: §§ 1388.361 to 1388.374, inclusive, issued under Pub. Law 421, 77th Cong.

§ 1388.361 *Scope of regulation.* (a) This Maximum Rent Regulation No. 8 establishes the maximum rents which may be demanded or received for use or occupancy on and after June 1, 1942 of all housing accommodations within the South Bend Defense-Rental Area, as designated in the Designation and Rent Declaration issued by the Administrator on March 2, 1942 (§§ 1388.351 to 1388.355, inclusive), except as provided in paragraph (b) of this section.

(b) This Maximum Rent Regulation No. 8 does not apply to the following:

(1) Housing accommodations situated on a farm and occupied by a tenant who is engaged for a substantial portion of his time in farming operations thereon;

(2) Dwelling space occupied by domestic servants, caretakers, managers, or other employees to whom the space is provided as part of their compensation and who are employed for the purpose of rendering services in connection with the premises of which the dwelling space is a part;

(3) Housing accommodations within hotels or rooming houses: *Provided,* That this Maximum Rent Regulation No. 8 does apply to premises or structures though used as hotels or rooming houses.

(c) The provisions of any lease or other rental agreement shall remain in force pursuant to the terms thereof, except insofar as those provisions are inconsistent with this Maximum Rent Regulation No. 8.

(d) An agreement by the tenant to waive the benefit of any provision of this Maximum Rent Regulation No. 8 is void. A tenant shall not be entitled by reason of this Maximum Rent Regulation No. 8 to refuse to pay or to recover any portion of any rents due or paid for use or occupancy prior to June 1, 1942.

§ 1388.362 *Prohibition against higher than maximum rents.* Regardless of any contract, agreement, lease or other obligation heretofore or hereafter entered into, no person shall demand or receive any rent for use or occupancy on and after June 1, 1942, of any housing accommodations within the Defense-Rental Area higher than the maximum rents provided by this Maximum Rent Regulation No. 8; and no person shall offer, solicit, attempt, or agree to do any of the foregoing. Lower rents than those provided by this Maximum Rent Regulation No. 8 may be demanded or received.

§ 1388.363 *Minimum services.* The maximum rents provided by this Maximum Rent Regulation No. 8 are for housing accommodations including, as a minimum, services of the same type, quantity, and quality as those provided on the date determining the maximum rent. If, on June 1, 1942, the services provided for housing accommodations are less than such minimum services, the landlord shall either restore and maintain the minimum services or, before

July 1, 1942, file a petition pursuant to § 1388.365 (b) for approval of the decreased services. In all other cases the landlord shall provide the minimum services unless and until an order is entered pursuant to § 1388.365 (b) approving a decrease of such services.

§ 1388.364 *Maximum rents.* Maximum rents (unless and until changed by the Administrator as provided in § 1388.365) shall be:

(a) For housing accommodations rented on April 1, 1941, the rent for such accommodations on that date.

(b) For housing accommodations not rented on April 1, 1941, but rented at any time during the two months ending on that date, the last rent for such accommodations during that two month period.

(c) For housing accommodations not rented on April 1, 1941, nor during the two months ending on that date, but rented prior to June 1, 1942, the first rent for such accommodations after April 1, 1941. On or before July 1, 1942, every landlord of housing accommodations under this paragraph shall file a report on the form provided for each of such accommodations stating the maximum rent and such other information as may be required. The Administrator may order a decrease in the maximum rent as provided in § 1388.365 (c).

(d) For (1) newly constructed housing accommodations without priority rating first rented after April 1, 1941 and before June 1, 1942, or (2) housing accommodations changed between those dates so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations changed between those dates from unfurnished to fully furnished, or from fully furnished to unfurnished, or (4) housing accommodations substantially changed between those dates by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, the first rent for such accommodations after such construction or change; provided, however, that, where such first rent was fixed by a lease which was in force at the time of a major capital improvement, the maximum rent shall be the first rent after termination of such lease. On or before July 1, 1942, every landlord of housing accommodations under this paragraph shall file a report on the form provided for each of such accommodations stating the maximum rent and such other information as may be required. The Administrator may order a decrease in the maximum rent as provided in § 1388.365 (c).

(e) For (1) newly constructed housing accommodations without priority rating first rented on or after June 1, 1942, or (2) housing accommodations changed on or after that date so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations not rented at any time between February 1, 1941 and June 1, 1942, the rent fixed by the Administrator. The landlord shall, prior to renting and in time to allow 15 days for action thereon, file a petition requesting the Administrator to enter an order fixing the maximum rent therefor. Such order shall be entered on the basis of the rent which the Administrator finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941. In cases involving construction due consideration shall be given to increased costs of construction, if any, since April 1, 1941.

If no order is entered on such petition within 15 days after filing, the landlord may rent such accommodations and the first rent therefor shall be the maximum rent. Within 5 days after so renting, the landlord shall report the maximum rent. The Administrator may order a decrease in such maximum rent as provided in § 1388.365 (c).

(f) For housing accommodations constructed with priority rating from the United States or any agency thereof for which the rent has been heretofore or is hereafter approved by the United States or any agency thereof, the rent so approved but in no event more than the first rent for such accommodations.

(g) For housing accommodations owned by the United States or any agency thereof, or any corporation owned thereby, or by the State of Indiana or any of its political subdivisions or any agency of any of the foregoing, the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941, as determined by the owner of such accommodations. The Administrator may order a decrease in the maximum rent as provided in § 1388.365 (c).

§ 1388.365 *Adjustments and other determinations.* In the circumstances enumerated in this section, the Administrator may issue an order changing the maximum rents otherwise allowable or the minimum services required. In those cases involving a major capital improvement, an increase or decrease in the furniture, furnishings or equipment, an increase or decrease of services, or a deterioration, the adjustment in the maximum rent shall be the amount the Administrator finds would have been on April 1, 1941 the difference in the rental value of the housing accommodations by reason of such change. In all other cases, except those under paragraphs (a) (7) and (c) (6) of this section, the adjustment shall be on the basis of the rent which the Administrator finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941. In cases involving construction due consideration shall be given to increased costs of construction, if any, since April 1, 1941. In cases under paragraphs (a) (7) and (c) (6) of this section the adjustment shall be on the basis of the rents which the Administrator finds were generally prevailing in the Defense-Rental Area for comparable housing accommodations during the year ending on April 1, 1941.

(a) Any landlord may file a petition for adjustment to increase the maximum rent otherwise allowable, only on the grounds that:

(1) There has been on or after June 1, 1942, a substantial change in the housing accommodations by a major capital improvement as distinguished from ordinary repair, replacement and maintenance.

(2) There was, prior to April 1, 1941, and within the six months ending on that date, a substantial change in the housing accommodations by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, and the rent on April 1, 1941 was fixed by a lease which was in force at the time of such change.

(3) There has been a substantial increase in the services, furniture, furnishings or equipment provided with the housing accommodations since the date or order determining its maximum rent.

(4) The rent on the date determining the maximum rent was materially affected by the blood, personal or other special relationship between the landlord and the tenant and as a result was substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941.

(5) There was in force on April 1, 1941 a written lease, which had been in force for more than one year on that date, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941: *Provided,* That no increase shall be granted while the lease remains in force.

(6) The rent on the date determining the maximum rent was established by a written lease which provided for a substantially higher rent at other periods during the term of such lease: *Provided,* That no increase shall be granted in excess of the rent provided by said lease while it remains in force.

(7) The rent on the date determining the maximum rent was substantially lower than at other times of year by reason of seasonal demand for such housing accommodations. In such cases the Administrator's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(b) If, on June 1, 1942, the services provided for housing accommodations are less than those provided on the date determining the maximum rent, the landlord shall either restore the services to those provided on the date determining the maximum rent and maintain such services or, before July 1, 1942, file a petition requesting approval of the decreased services. Except as above provided, the landlord shall maintain the minimum services unless and until he has filed a petition to decrease services and an order permitting a decrease has been entered thereon; however, if it is impossible to provide the minimum services, he shall file a petition within five days after the change of services occurs. The order on any petition under this paragraph may require an appropriate adjustment in the maximum rent.

(c) The Administrator at any time, on his own initiative or on application of the

tenant, may order a decrease of the maximum rent otherwise allowable, only on the grounds that:

(1) The maximum rent for housing accommodations under paragraphs (c), (d), or (g) of § 1388.364 is higher than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941; or the maximum rent for housing accommodations under paragraph (c) of § 1388.364 for which the rent was not fixed by the Administrator is higher than such generally prevailing rent.

(2) There has been a substantial deterioration of the housing accommodations other than ordinary wear and tear since the date or order determining its maximum rent.

(3) There has been a substantial decrease in the services, furniture, furnishings or equipment provided with the housing accommodations since the date or order determining its maximum rent.

(4) The rent on the date determining the maximum rent was materially affected by the blood, personal or other special relationship between the landlord and the tenant and as a result was substantially higher than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941.

(5) The rent on the date determining the maximum rent was established by a written lease which provided for a substantially lower rent at other periods during the term of such lease.

(6) The rent on the date determining the maximum rent was substantially higher than at other times of year by reason of seasonal demand for such housing accommodations. In such cases the Administrator's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(d) If the rent on the date determining the maximum rent, or any other fact necessary to the determination of the maximum rent, is in dispute between the landlord and the tenant, or is in doubt, or is not known, the Administrator on petition of the landlord filed prior to July 1, 1942, or at any time on his own initiative, may enter an order fixing the maximum rent by determining such fact; or if the Administrator is unable to ascertain such fact he shall enter the order on the basis of the rent which he finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941.

(e) Where, at the expiration or other termination of an underlying lease or other rental agreement, housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons occupying under a rental agreement with the tenant, the landlord may rent the entire premises for use by similar occupancy for a rent not in excess of the aggregate maximum rents of the separate dwelling units, or may rent the separate dwelling units for rents not in excess of the maximum rents applicable to such units.

Where housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons occupying under a rental agreement with the tenant, the tenant may petition the Administrator for leave to exercise any right he would have except for this Maximum Rent Regulation No. 8 to sell his underlying lease or other rental agreement. The Administrator may grant such petition if he finds that the sale will not result, and that sales of such character would not be likely to result, in the circumvention or evasion of the Act or this Maximum Rent Regulation No. 8. He may require that the sale be made on such terms as he deems necessary to prevent such circumvention or evasion.

§ 1388.366 *Restrictions on removal of tenant.* (a) So long as the tenant continues to pay the rent to which the landlord is entitled, not enantshall be removed from any housing accommodations, by action to evict or to recover possession, by exclusion from possession, or otherwise, nor shall any person attempt such removal or exclusion from possession, notwithstanding that such tenant has no lease or that his lease or other rental agreement has expired or otherwise terminated, unless:

(1) The tenant, who had a written lease or other written rental agreement, has refused upon demand of the landlord to execute a written extension or renewal thereof for a further term of like duration but not in excess of one year but otherwise on the same terms and conditions as the previous lease or agreement except insofar as such terms and conditions are inconsistent with this Maximum Rent Regulation No. 8; or

(2) The tenant has unreasonably refused the landlord access to the housing accommodations for the purpose of inspection or of showing the accommodations to a prospective purchaser, mortgagee or prospective mortgagee, or other person having a legitimate interest therein: *Provided, however,* That such refusal shall not be ground for removal or eviction if such inspection or showing of the accommodations is contrary to the provisions of the tenant's lease or other rental agreement; or

(3) The tenant (i) has violated a substantial obligation of his tenancy, other than an obligation to pay rent, and has continued, or failed to cure, such violation after written notice by the landlord that the violation cease, or (ii) is committing or permitting a nuisance or is using or permitting a use of the housing accommodations for an immoral or illegal purpose; or

(4) The tenant's lease or other rental agreement has expired or otherwise terminated, and at the time of termination the housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons who occupied under a rental agreement with the tenant; or

(5) The landlord seeks in good faith to recover possession for the immediate purpose of demolishing the housing accommodations or of substantially altering or remodeling it in a manner which cannot practicably be done with the tenant in occupancy and the plans for such alteration or remodeling have been approved by the proper authorities, if such approval is required by local law; or

(6) The landlord seeks in good faith to recover possession of the housing accommodations for immediate use and occupancy as a dwelling by himself, his family or dependents; or he has in good faith contracted in writing to sell the accommodations for immediate use and occupancy by a purchaser, who in good faith has represented in writing that he will use the accommodations as a dwelling for himself, his family or dependents; or the landlord seeks in good faith not to offer the housing accommodations for rent. If a tenant has been removed or evicted under this paragraph (a) (6) from housing accommodations, such accommodations shall not be rented for a period of six months after such removal or eviction without permission of the Administrator. The landlord may petition the Administrator for permission to rent the accommodations during such six month period, and the Administrator shall grant such permission if he finds that the action was in good faith and not for the purpose of evading any provision of the Act or this Maximum Rent Regulation No. 8.

(b) No tenant shall be removed or evicted on grounds other than those stated above unless, on petition of the landlord, the Administrator certifies that the landlord may pursue his remedies in accordance with the requirements of the local law. The Administrator shall so certify if the landlord establishes that removals or evictions of the character proposed are not inconsistent with the purposes of the Act or this Maximum Rent Regulation No. 8 and would not be likely to result in the circumvention or evasion thereof.

(c) Where a tenant is removed or evicted under the provisions of paragraph (a) (4) of this section, or where the tenant's interest in the housing accommodations has terminated because the landlord has sought a higher rent as authorized by § 1388.365 (e), and at the time of such removal, eviction or termination the housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons who occupied under a rental agreement with the tenant, such subtenants or other occupants shall be deemed to become the tenants of the landlord on the same terms and conditions, consistent with this Maximum Rent Regulation No. 8, as they would have held from the tenant if his tenancy had continued and their maximum rents shall remain unchanged: *Provided, however,* That this subsection shall not prevent the removal or eviction of a subtenant or other such occupant where the tenant rented to such person in violation of the obligations of his tenancy. Persons who continue in occupancy under this subsection may be removed or evicted as provided in this section.

(d) At the time of commencing any action to remove or evict a tenant (ex-

cept an action based on non-payment of a rent not in excess of the maximum rent) the landlord shall give written notice thereof to the Area Rent Office stating the title and number of the case, the court in which it is filed, the name and address of the tenant and the grounds on which eviction is sought.

(e) No provision of this section shall be construed to authorize the removal of a tenant unless such removal is authorized under the local law.

§ 1388.367 *Registration.* On or before July 1, 1942, or within 30 days after the property is first rented, whichever date is the later, every landlord of housing accommodations rented or offered for rent shall file in triplicate a written statement on the form provided therefor to be known as a registration statement. The statement shall identify each dwelling unit and specify the maximum rent provided by this Maximum Rent Regulation No. 8 for such dwelling unit and shall contain such other information as the Administrator shall require. The original shall remain on file with the Administrator and he shall cause one copy to be delivered to the tenant and one copy, stamped to indicate that it is a correct copy of the original, to be returned to the landlord. In any subsequent change of tenancy the landlord shall exhibit to the new tenant his stamped copy of the registration statement, and shall obtain the tenant's signature and the date thereof on the back of such statement. Within five days after renting to a new tenant, the landlord shall file a notice on the form provided therefor, on which he shall obtain the tenant's signature, stating that there has been a change in tenancy, that the stamped copy of the registration statement has been exhibited to the new tenant and that the rent for such accommodations is in conformity therewith.

No payment of rent need be made unless the landlord tenders a receipt for the amount to be paid.

When the maximum rent is changed by order of the Administrator the landlord shall deliver his stamped copy of the registration statement to the Area Rent Office for appropriate action reflecting such change.

§ 1388.368 *Inspection.* Any tenant or any person who rents or offers for rent or acts as a broker or agent for the rental of housing accommodations shall permit such inspection of the accommodations by the Administrator as he may, from time to time, require.

§ 1388.369 *Evasion.* The maximum rents and other requirements provided in this Maximum Rent Regulation No. 8 shall not be evaded, either directly or indirectly, in connection with the renting or leasing or the transfer of a lease of housing accommodations, by way of absolute or conditional sale, sale with purchase money or other form of mortgage, or sale with option to repurchase, or by modification of the practices relating to payment of commissions or other charges, or by modification of the services furnished with housing accommodations, or otherwise.

§ 1388.370 *Enforcement.* Persons violating any provision of this Maximum Rent Regulation No. 8 are subject to criminal penalties, civil enforcement actions and suits for treble damages as provided for by the Act.

§ 1388.371 *Procedure.* All registration statements, reports and notices provided for by this Maximum Rent Regulation No. 8 shall be filed with the Area Rent Office. All landlord's petitions and tenant's applications shall be filed with such office in accordance with Procedural Regulation No. 3 (§§ 1300.201 to 1300.247, inclusive).

§ 1388.372 *Petitions for amendment.* Persons seeking any amendment of general applicability to any provision of this Maximum Rent Regulation No. 8 may file petitions therefor in accordance with Procedural Regulation No. 3 (§§ 1300.201 to 1300.247, inclusive).

§ 1388.373 *Definitions.* (a) When used in this Maximum Rent Regulation No. 8:

(1) The term "Act" means the Emergency Price Conrol Act of 1942.

(2) The term "Administrator" means the Price Administrator of the Office of Price Administration, or the Rent Director or such other person or persons as the Administrator may appoint or designate to carry out any of the duties delegated to him by the Act.

(3) The term "Rent Director" means the person designated by the Administrator as director of the South Bend Defense-Rental Area or such person or persons as may be designated to carry out any of the duties delegated to the Rent Director by the Administrator.

(4) The term "Area Rent Office" means the office of the Rent Director in the South Bend Defense-Rental Area.

(5) The term "person" includes an individual, corporation, partnership, association, or any other organized group of persons, or legal successor or representative of any of the foregoing, and includes the United States or any agency thereof, or any other government, or any of its political subdivisions, or any agency of any of the foregoing.

(6) The term "housing accommodations" means any building, structure, or part thereof, or land appurtenant thereto, or any other real or personal property rented or offered for rent for living or dwelling purposes, together with all privileges, services, furnishings, furniture, equipment, facilities and improvements connected with the use or occupancy of such property.

(7) The term "services" includes repairs, decorating and maintenance, the furnishing of light, heat, hot and cold water, telephone, elevator service, window shades, and storage, kitchen, bath, and laundry facilities and privileges, maid service, linen service, janitor service, the removal of refuse and any other privilege or facility connected with the use or occupancy of housing accommodations.

(8) The term "landlord" includes an owner, lessor, sublessor, assignee or other person receiving or entitled to receive rent for the use or occupancy of any housing accommodations, or an agent of any of the foregoing.

(9) The term "tenant" includes a subtenant, lessee, sublessee, or other person entitled to the possession or to the use or occupancy of any housing accommodations.

(10) The term "rent" means the consideration, including any bonus, benefit, or gratuity, demanded or received for the use or occupancy of housing accommodations or for the transfer of a lease of such accommodations.

(11) The term "hotel" means any establishment generally recognized as such in its community, containing more than 50 rooms and used predominantly for transient occupancy.

(12) The term "rooming house" means, in addition to its customary usage, a building or portion of a building other than a hotel in which a furnished room or rooms not constituting an apartment are rented on a short time basis of daily, weekly or monthly occupancy to more than two paying tenants not members of the landlord's immediate family. The term includes boarding houses, dormitories, auto camps, trailers, residence clubs, tourist homes or cabins, and all other establishments of a similar nature.

(b) Unless the context otherwise requires, the definitions set forth in Section 302 of the Emergency Price Control Act of 1942 shall apply to other terms used in this Maximum Rent Regulation No. 8.

§ 1388.374 *Effective date of the regulation.* This Maximum Rent Regulation No. 8 (§§ 1388.361 to 1388.374, inclusive), shall become effective June 1, 1942.

Issued this 27th day of May 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-4930; Filed, May 27, 1942; 3:47 p. m.]

PART 1388—DEFENSE-RENTAL AREAS

[Maximum Rent Regulation No. 9]

HOUSING ACCOMMODATIONS OTHER THAN HOTELS AND ROOMING HOUSES IN A PORTION OF THE BURLINGTON DEFENSE-RENTAL AREA

In the judgment of the Administrator, rents for housing accommodations within that portion of the Burlington Defense-Rental Area designated in the Designation and Rent Declaration (§§ 1388.401 to 1388.405, inclusive) issued by the Administrator on March 2, 1942 (consisting of the Townships of Augusta, Burlington, Concordia, Danville, Flint River, Tama, and Union, in the County of Des Moines; the Townships of Baltimore, Center, Mount Pleasant, and New London, in the County of Henry; and the Townships of Denmark, Green Bay, Madison, and Washington, in the County of Lee, all in the State of Iowa), have not been reduced and stabilized by State or local regulation, or otherwise, in accordance with the recommendations set forth in said Designation and Rent Declaration.

It is the judgment of the Administrator that by April 1, 1941 defense activities already had resulted in increases in rents for housing accommodations within

the said portion of the Burlington Defense-Rental Area inconsistent with the purposes of the Emergency Price Control Act of 1942. The Administrator has therefore ascertained and given due consideration to the rents prevailing for housing accommodations within the said portion of the Burlington Defense-Rental Area on or about January 1, 1941; and it is his judgment that the most recent date which does not reflect increases in rents for such housing accommodations inconsistent with the purposes of the Act is on or about that date. The Administrator has made adjustments for such relevant factors as he has determined and deemed to be of general applicability in respect of such housing accommodations, including increases or decreases in property taxes and other costs.

In the judgment of the Administrator the maximum rents established by this Maximum Rent Regulation No. 9 for housing accommodations within the said portion of the Burlington Defense-Rental Area will be generally fair and equitable and will effectuate the purposes of the Emergency Price Control Act of 1942.

Therefore, under the authority vested in the Administrator by the Act, this Maximum Rent Regulation No. 9 is hereby issued.

AUTHORITY: §§ 1388.411 to 1388.424, inclusive, issued under Pub. Law 421, 77th Cong.

§ 1388.411 *Scope of regulation.* (a) This Maximum Rent Regulation No. 9 establishes the maximum rents which may be demanded or received for use or occupancy on and after June 1, 1942 of all housing accommodations within that portion of the Burlington Defense-Rental Area designated in the Designation and Rent Declaration (§§ 1388.401 to 1388.405, inclusive) issued by the Administrator on March 2, 1942 (consisting of the Townships of Augusta, Burlington, Concordia, Danville, Flint River, Tama, Mount Pleasant, and New London, in the and Union, in the County of Des Moines; the Townships of Baltimore, Center, County of Henry; and the Townships of Denmark, Green Bay, Madison, and Washington, in the County of Lee, all in the State of Iowa—hereinafter referred to in this Maximum Rent Regulation No. 9 as the "Defense-Rental Area"), except as provided in paragraph (b) of this section.

(b) This Maximum Rent Regulation No. 9 does not apply to the following:

(1) Housing accommodations situated on a farm and occupied by a tenant who is engaged for a substantial portion of his time in farming operations thereon;

(2) Dwelling space occupied by domestic servants, caretakers, managers, or other employees to whom the space is provided as part of their compensation and who are employed for the purpose of rendering services in connection with the premises of which the dwelling space is a part;

(3) Housing accommodations within hotels or rooming houses; provided that this Maximum Rent Regulation No. 9 does apply to premises or structures though used as hotels or rooming houses.

(c) The provisions of any lease or other rental agreement shall remain in force pursuant to the terms thereof, except insofar as those provisions are inconsistent with this Maximum Rent Regulation No. 9.

(d) An agreement by the tenant to waive the benefit of any provision of this Maximum Rent Regulation No. 9 is void. A tenant shall not be entitled by reason of this Maximum Rent Regulation No. 9 to refuse to pay or to recover any portion of any rents due or paid for use or occupancy prior to June 1, 1942.

§ 1388.412 *Prohibition against higher than maximum rents.* Regardless of any contract, agreement, lease or other obligation heretofore or hereafter entered into, no person shall demand or receive any rent for use or occupancy on and after June 1, 1942 of any housing accommodations within the Defense-Rental Area higher than the maximum rents provided by this Maximum Rent Regulation No. 9; and no person shall offer, solicit, attempt, or agree to do any of the foregoing. Lower rents than those provided by this Maximum Rent Regulation No. 9 may be demanded or received.

§ 1388.413 *Minimum services.* The maximum rents provided by this Maximum Rent Regulation No. 9 are for housing accommodations including, as a minimum, services of the same type, quantity, and quality as those provided on the date determining the maximum rent. If, on June 1, 1942, the services provided for housing accommodations are less than such minimum services, the landlord shall either restore and maintain the minimum services, or, before July 1, 1942, file a petition pursuant to § 1388.415 (b) for approval of the decreased services. In all other cases the landlord shall provide the minimum services unless and until an order is entered pursuant to § 1388.415 (b) approving a decrease of such services.

§ 1388.414 *Maximum rents.* Maximum rents (unless and until changed by the Administrator as provided in § 1388.415) shall be:

(a) For housing accommodations rented on January 1, 1941, the rent for such accommodations on that date.

(b) For housing accommodations not rented on January 1, 1941, but rented at any time during the two months ending on that date, the last rent for such accommodations during that two month period.

(c) For housing accommodations not rented on January 1, 1941 nor during the two months ending on that date, but rented prior to June 1, 1942, the first rent for such accommodations after January 1, 1941. On or before July 1, 1942 every landlord of housing accommodations under this paragraph shall file a report on the form provided for each of such accommodations stating the maximum rent and such other information as may be required. The Administrator may order a decrease in the maximum rent as provided in § 1388.415 (c).

(d) For (1) newly constructed housing accommodations without priority rating first rented after January 1, 1941 and before June 1, 1942, or (2) housing accommodations changed between those dates so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations changed between those dates from unfurnished to fully furnished, or from fully furnished to unfurnished, or (4) housing accommodations substantially changed between those dates by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, the first rent for such accommodations after such construction or change: *Provided, however,* That, where such first rent was fixed by a lease which was in force at the time of a major capital improvement, the maximum rent shall be the first rent after termination of such lease. On or before July 1, 1942, every landlord of housing accommodations under this paragraph shall file a report on the form provided for each of such accommodations stating the maximum rent and such other information as may be required. The Administrator may order a decrease in the maximum rent as provided in § 1388.415 (c).

(e) For (1) newly constructed housing accommodations without priority rating first rented on or after June 1, 1942, or (2) housing accommodations changed on or after that date so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations not rented at any time between November 1, 1940, and June 1, 1942, the rent fixed by the Administrator. The landlord shall, prior to renting and in time to allow 15 days for action thereon, file a petition requesting the Administrator to enter an order fixing the maximum rent therefor. Such order shall be entered on the basis of the rent which the Administrator finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on January 1, 1941. In cases involving construction due consideration shall be given to increased costs of construction, if any, since January 1, 1941.

If no order is entered on such petition within 15 days after filing, the landlord may rent such accommodations and the first rent therefor shall be the maximum rent. Within five days after so renting, the landlord shall report the maximum rent. The Administrator may order a decrease in such maximum rent as provided in § 1388.415 (c).

(f) For housing accommodations constructed with priority rating from the United States or any agency thereof for which the rent has been heretofore or is hereafter approved by the United States or any agency thereof, the rent so approved but in no event more than the first rent for such accommodations.

(g) For housing accommodations owned by the United States or any agency thereof, or any corporation owned thereby, or by the State of Iowa or any of its political subdivisions or any agency of any of the foregoing, the rent generally prevailing in the Defense-Rental Area for comparable housing accommo-

dations on January 1, 1941, as determined by the owner of such accommodations. The Administrator may order a decrease in the maximum rent as provided in § 1388.415 (c).

§ 1388.415 *Adjustments and other determinations.* In the circumstances enumerated in this section, the Administrator may issue an order changing the maximum rents otherwise allowable or the minimum services required. In those cases involving a major capital improvement, an increase or decrease in the furniture, furnishings or equipment, an increase or decrease of services, or a deterioration, the adjustment in the maximum rent shall be the amount the Administrator finds would have been on January 1, 1941, the difference in the rental value of the housing accommodations by reason of such change. In all other cases, except those under paragraphs (a) (7) and (c) (6) of this section, the adjustment shall be on the basis of the rent which the Administrator finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on January 1, 1941. In cases involving construction due consideration shall be given to increased costs of construction, if any, since January 1, 1941. In cases under paragraphs (a) (7) and (c) (6) of this section the adjustment shall be on the basis of the rents which the Administrator finds were generally prevailing in the Defense-Rental Area for comparable housing accommodations during the year ending on January 1, 1941.

(a) Any landlord may file a petition for adjustment to increase the maximum rent otherwise allowable, only on the grounds that:

(1) There has been on or after June 1, 1942 a substantial change in the housing accommodations by a major capital improvement as distinguished from ordinary repair, replacement and maintenance.

(2) There was, prior to January 1, 1941 and within the six months ending on that date, a substantial change in the housing accommodations by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, and the rent on January 1, 1941 was fixed by a lease which was in force at the time of such change.

(3) There has been a substantial increase in the services, furniture, furnishings or equipment provided with the housing accommodations since the date or order determining its maximum rent.

(4) The rent on the date determining the maximum rent was materially affected by the blood, personal or other special relationship between the landlord and the tenant and as a result was substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on January 1, 1941.

(5) There was in force on January 1, 1941 a written lease, which had been in force for more than one year on that date, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on January 1, 1941: *Provided,* That no increase shall be granted while the lease remains in force.

(6) The rent on the date determining the maximum rent was established by a written lease which provided for a substantially higher rent at other periods during the term of such lease: *Provided,* That no increase shall be granted in excess of the rent provided by said lease while it remains in force.

(7) The rent on the date determining the maximum rent was substantially lower than at other times of year by reason of seasonal demand for such housing accommodations. In such cases the Administrator's order may, if he deems it advisable, provide for different maximum rents for different periods of the calendar year.

(b) If, on June 1, 1942, the services provided for housing accommodations are less than those provided on the date determining the maximum rent, the landlord shall either restore the services to those provided on the date determining the maximum rent and maintain such services or, before July 1, 1942, file a petition requesting approval of the decreased services. Except as above provided, the landlord shall maintain the minimum services unless and until he has filed a petition to decrease services and an order permitting a decrease has been entered thereon; however, if it is impossible to provide the minimum services, he shall file a petition within five days after the change of services occurs. The order on any petition under this paragraph may require an appropriate adjustment in the maximum rent.

(c) The Administrator at any time, on his own initiative or on application of the tenant, may order a decrease of the maximum rent otherwise allowable, only on the grounds that:

(1) The maximum rent for housing accommodations under paragraph (c), (d), or (g) of § 1388.414 is higher than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on January 1, 1941; or the maximum rent for housing accommodations under paragraph (e) of § 1388.414 for which the rent was not fixed by the Administrator is higher than such generally prevailing rent.

(2) There has been a substantial deterioration of the housing accommodations other than ordinary wear and tear since the date or order determining its maximum rent.

(3) There has been a substantial decrease in the services, furniture, furnishings or equipment provided with the housing accommodations since the date or order determining its maximum rent.

(4) The rent on the date determining the maximum rent was materially affected by the blood, personal or other special relationship between the landlord and the tenant and as a result was substantially higher than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on January 1, 1941.

(5) The rent on the date determining the maximum rent was established by a written lease which provided for a substantially lower rent at other periods during the term of such lease.

(6) The rent on the date determining the maximum rent was substantially higher than at other times of year by reason of seasonal demand for such housing accommodations. In such cases the Administrator's order may, if he deems it advisable, provide for different maximum rents for different periods of the calendar year.

(d) If the rent on the date determining the maximum rent, or any other fact necessary to the determination of the maximum rent, is in dispute between the landlord and the tenant, or is in doubt, or is not known, the Administrator on petition of the landlord filed prior to July 1, 1942, or at any time on his own initiative, may enter an order fixing the maximum rent by determining such fact; or if the Administrator is unable to ascertain such fact he shall enter the order on the basis of the rent which he finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on January 1, 1941.

(e) Where, at the expiration or other termination of an underlying lease or other rental agreement, housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons occupying under a rental agreement with the tenant, the landlord may rent the entire premises for use by similar occupancy for a rent not in excess of the aggregate maximum rents of the separate dwelling units, or may rent the separate dwelling units for rents not in excess of the maximum rents applicable to such units.

Where housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons occupying under a rental agreement with the tenant, the tenant may petition the Administrator for leave to exercise any right he would have except for this Maximum Rent Regulation No. 9 to sell his underlying lease or other rental agreement. The Administrator may grant such petition if he finds that the sale will not result, and that sales of such character would not be likely to result, in the circumvention or evasion of the Act or this Maximum Rent Regulation No. 9. He may require that the sale be made on such terms as he deems necessary to prevent such circumvention or evasion.

§ 1388.416 *Restrictions on removal of tenant.* (a) So long as the tenant continues to pay the rent to which the landlord is entitled, no tenant shall be removed from any housing accommodations, by action to evict or to recover possession, by exclusion from possession, or otherwise, nor shall any person attempt such removal or exclusion from possession, notwithstanding that such tenant has no lease or that his lease or

other rental agreement has expired or otherwise terminated, unless:

(1) The tenant, who had a written lease or other written rental agreement, has refused upon demand of the landlord to execute a written extension or renewal thereof for a further term of like duration but not in excess of one year but otherwise on the same terms and conditions as the previous lease or agreement except insofar as such terms and conditions are inconsistent with this Maximum Rent Regulation No. 9; or

(2) The tenant has unreasonably refused the landlord access to the housing accommodations for the purpose of inspection or of showing the accommodations to a prospective purchaser, mortgagee or prospective mortgagee, or other person having a legitimate interest therein: *Provided, however,* That such refusal shall not be ground for removal or eviction if such inspection or showing of the accommodations is contrary to the provisions of the tenant's lease or other rental agreement; or

(3) The tenant (i) has violated a substantial obligation of his tenancy, other than an obligation to pay rent, and has continued, or failed to cure, such violation after written notice by the landlord that the violation cease, or (ii) is committing or permitting a nuisance or is using or permitting a use of the housing accommodations for an immoral or illegal purpose; or

(4) The tenant's lease or other rental agreement has expired or otherwise terminated, and at the time of termination the housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons who occupied under a rental agreement with the tenant; or

(5) The landlord seeks in good faith to recover possession for the immediate purpose of demolishing the housing accommodations or of substantially altering or remodeling it in a manner which cannot practicably be done with the tenant in occupancy and the plans for such alteration or remodeling have been approved by the proper authorities, if such approval is required by local law; or

(6) The landlord seeks in good faith to recover possession of the housing accommodations for immediate use and occupancy as a dwelling by himself, his family or dependents; or he has in good faith contracted in writing to sell the accommodations for immediate use and occupancy by a purchaser, who in good faith has represented in writing that he will use the accommodations as a dwelling to himself, his family or dependents; or the landlord seeks in good faith not to offer the housing accommodations for rent. If a tenant has been removed or evicted under this paragraph (a) (6) from housing accommodations, such accommodations shall not be rented for a period of six months after such removal or eviction without permission of the Administrator. The landlord may petition the Administrator for permission to rent the accommodations during such six month period, and the Administrator shall grant such permission if he finds that the action was in good faith and not for the purpose of evading any provision of the Act or this Maximum Rent Regulation No. 9.

(b) No tenant shall be removed or evicted on grounds other than those stated above unless, on petition of the landlord, the Administrator certifies that the landlord may pursue his remedies in accordance with the requirements of the local law. The Administrator shall so certify if the landlord establishes that removals or evictions of the character proposed are not inconsistent with the purposes of the Act or this Maximum Rent Regulation No. 9 and would not be likely to result in the circumvention or evasion thereof.

(c) Where a tenant is removed or evicted under the provisions of paragraph (a) (4) of this section, or where the tenant's interest in the housing accommodations has terminated because the landlord has sought a higher rent as authorized by § 1388.415 (e), and at the time of such removal, eviction or termination the housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons who occupied under a rental agreement with the tenant, such subtenants or other occupants shall be deemed to become the tenants of the landlord on the same terms and conditions, consistent with this Maximum Rent Regulation No. 9, as they would have held from the tenant if his tenancy had continued and their maximum rents shall remain unchanged: *Provided, however,* That this paragraph shall not prevent the removal or eviction of a subtenant or other such occupant where the tenant rented to such person in violation of the obligations of his tenancy. Persons who continue in occupancy under this subsection may be removed or evicted as provided in this section.

(d) At the time of commencing any action to remove or evict a tenant (except an action based on non-payment of a rent not in excess of the maximum rent) the landlord shall give written notice thereof to the Area Rent Office stating the title and number of the case, the court in which it is filed, the name and address of the tenant and the grounds on which eviction is sought.

(e) No provision of this section shall be construed to authorize the removal of a tenant unless such removal is authorized under the local law.

§ 1388.417 *Registration.* On or before July 1, 1942, or within 30 days after the property is first rented, whichever date is the later, every landlord of housing accommodations rented or offered for rent shall file in triplicate a written statement on the form provided therefor to be known as a registration statement. The statement shall identify each dwelling unit and specify the maximum rent provided by this Maximum Rent Regulation No. 9 for such dwelling unit and shall contain such other information as the Administrator shall require. The original shall remain on file with the Administrator and he shall cause one copy to be delivered to the tenant and one copy, stamped to indicate that it is a correct copy of the original, to be returned to the landlord. In any subsequent change of tenancy the landlord shall exhibit to the new tenant his stamped copy of the registration statement, and shall obtain the tenant's signature and the date thereof on the back of such statement. Within five days after renting to a new tenant, the landlord shall file a notice on the form provided therefor, on which he shall obtain the tenant's signature, stating that there has been a change in tenancy, that the stamped copy of the registration statement has been exhibited to the new tenant and that the rent for such accommodations is in conformity therewith.

No payment of rent need be made unless the landlord tenders a receipt for the amount to be paid.

When the maximum rent is changed by order of the Administrator the landlord shall deliver his stamped copy of the registration statement to the Area Rent Office for appropriate action reflecting such change.

§ 1388.418 *Inspection.* Any tenant or any person who rents or offers for rent or acts as a broker or agent for the rental of housing accommodations shall permit such inspection of the accommodations by the Administrator as he may, from time to time, require.

§ 1388.419 *Evasion.* The maximum rents and other requirements provided in this Maximum Rent Regulation No. 9 shall not be evaded, either directly or indirectly, in connection with the renting or leasing or the transfer of a lease of housing accommodations, by way of absolute or conditional sale, sale with purchase money or other form of mortgage, or sale with option to repurchase, or by modification of the practices relating to payment of commissions or other charges, or by modification of the services furnished with housing accommodations, or otherwise.

§ 1388.420 *Enforcement.* Persons violating any provision of this Maximum Rent Regulation No. 9 are subject to criminal penalties, civil enforcement actions and suits for treble damages as provided for by the Act.

§ 1388.421 *Procedure.* All registration statements, reports and notices provided for by this Maximum Rent Regulation No. 9 shall be filed with the Area Rent Office. All landlord's petitions and tenant's applications shall be filed with such office in accordance with Procedural Regulation No. 3 (§§ 1300.201 to 1300.247, inclusive).

§ 1388.422 *Petitions for amendment.* Persons seeking any amendment of general applicability to any provision of this Maximum Rent Regulation No. 9 may file petitions therefor in accordance with Procedural Regulation No. 3 (§§ 1300.201 to 1300.247, inclusive).

§ 1388.423 *Definitions.* (a) When used in this Maximum Rent Regulation No. 9:

(1) The term "Act" means the Emergency Price Control Act of 1942.

(2) The term "Administrator" means the Price Administrator of the Office of Price Administration, or the Rent Director or such other person or persons as the Administrator may appoint or designate to carry out any of the duties delegated to him by the Act.

(3) The term "Rent Director" means the person designated by the Administrator as director of the Burlington Defense-Rental Act of such person or persons as may be designated to carry out any of the duties delegated to the Rent Director by the Administrator.

(4) The term "Area Rent Office" means the office of the Rent Director in the Burlington Defense-Rental Area.

(5) The term "person" includes an individual, corporation, partnership, association, or any other organized group of persons, or legal successor or representative of any of the foregoing, and includes the United States or any agency thereof, or any other government, or any of its political subdivisions, or any agency of any of the foregoing.

(6) The term "housing accommodations" means any building, structure, or part thereof, or land appurtenant thereto, or any other real or personal property rented or offered for rent for living or dwelling purposes, together with all privileges, services, furnishings, furniture, equipment, facilities and improvements connected with the use or occupany of such property.

(7) The term "services" includes repairs, decorating and maintenance, the furnishing of light, heat, hot and cold water, telephone, elevator service, window shades, and storage, kitchen, bath, and laundry facilities and privileges, maid service, linen service, janitor service, the removal of refuse and any other privilege or facility connected with the use or occupancy of housing accommodations.

(8) The term "landlord" includes an owner, lessor, sublessor, assignee or other person receiving or entitled to receive rent for the use or occupancy of any housing accommodations, or an agent of any of the foregoing.

(9) The term "tenant" includes a subtenant, lessee, sublessee, or other person entitled to the possession or to the use or occupancy of any housing accommodations.

(10) The term "rent" means the consideration, including any bonus, benefit, or gratuity, demanded or received for the use or occupancy of housing accommodations or for the transfer of a lease of such accommodations.

(11) The term "hotel" means any establishment generally recognized as such in its community, containing more than 50 rooms and used predominantly for transient occupancy.

(12) The term "rooming house" means, in addition to its customary usage, a building or portion of a building other than a hotel in which a furnished room or rooms not constituting an apartment are rented on a short time basis of daily, weekly or monthly occupancy to more than two paying tenants not members of the landlord's immediate family. The term includes boarding houses, dormitories, auto camps, trailers, residence clubs, tourist homes or cabins, and all other establishments of a similar nature.

(b) Unless the context otherwise requires, the definitions set forth in Section 302 of the Emergency Price Control Act of 1942 shall apply to other terms used in this Maximum Rent Regulation No. 9.

§ 1388.424 *Effective date of the regulation.* This Maximum Rent Regulation No. 9 (§§ 1388.411 to 1388.424, inclusive) shall become effective June 1, 1942.

Issued this 27th day of May 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-4931; Filed, May 27, 1942; 3:47 p. m.]

PART 1388—DEFENSE-RENTAL AREAS

[Maximum Rent Regulation No. 10]

HOUSING ACCOMMODATIONS OTHER THAN HOTELS AND ROOMING HOUSES IN THE WICHITA DEFENSE-RENTAL AREA

In the judgment of the Administrator, rents for housing accommodations within the Wichita Defense-Rental Area, as designated in the Designation and Rent Declaration issued by the Administrator on March 2, 1942 (§§ 1388.451 to 1388.455, inclusive), have not been reduced and stabilized by State or local regulation, or otherwise, in accordance with the recommendations set forth in the said Designation and Rent Declaration.

It is the judgment of the Administrator that by April 1, 1941, defense activities had not yet resulted in increases in rents for housing accommodations within the Wichita Defense-Rental Area inconsistent with the purposes of the Emergency Price Control Act of 1942. The Administrator has therefore ascertained and given due consideration to the rents prevailing for housing accommodations within the Wichita Defense-Rental Area on or about July 1, 1941; and it is his judgment that the most recent date which does not reflect increases in rents for such housing accommodations inconsistent with the purposes of the Act is on or about that date. The Administrator has made adjustments for such relevant factors as he has determined and deemed to be of general applicability in respect of such housing accommodations, including increases or decreases in property taxes and other costs.

In the judgment of the Administrator the maximum rents established by this Maximum Rent Regulation No. 10 for housing accommodations within the Wichita Defense-Rental Area will be generally fair and equitable and will effectuate the purposes of the Emergency Price Control Act of 1942.

Therefore, under the authority vested in the Administrator by the Act, this Maximum Rent Regulation No. 10 is hereby issued.

AUTHORITY: §§ 1388.461 to 1388.474, inclusive, issued under Pub. Law 421, 77th Cong.

§ 1388.461 *Scope of regulation.* (a) This Maximum Rent Regulation No. 10 establishes the maximum rents which may be demanded or received for use or occupancy on and after June 1, 1942, of all housing accommodations within the Wichita Defense-Rental Area, as designated by the Administrator in the designation and rent declaration issued on March 2, 1942 (§§ 1388.451 to 1388.455, inclusive), except as provided in paragraph (b) of this section.

(b) This Maximum Rent Regulation No. 10 does not apply to the following:

(1) Housing accommodations situated on a farm and occupied by a tenant who is engaged for a substantial portion of his time in farming operations thereon;

(2) Dwelling space occupied by domestic servants, caretakers, managers, or other employees to whom the space is provided as part of their compensation and who are employed for the purpose of rendering services in connection with the premises of which the dwelling space is a part;

(3) Housing accommodations within hotels or rooming houses: *Provided,* That this Maximum Rent Regulation No. 10 does apply to premises or structures though used as hotels or rooming houses.

(c) The provisions of any lease or other rental agreement shall remain in force pursuant to the terms thereof, except insofar as those provisions are inconsistent with this Maximum Rent Regulation No. 10.

(d) An agreement by the tenant to waive the benefit of any provision of this Maximum Rent Regulation No. 10 is void. A tenant shall not be entitled by reason of this Maximum Rent Regulation No. 10 to refuse to pay or to recover any portion of any rents due or paid for use or occupancy prior to June 1, 1942.

§ 1388.462 *Prohibition against higher than maximum rents.* Regardless of any contract, agreement, lease or other obligation heretofore or hereafter entered into, no person shall demand or receive any rent for use or occupancy on and after June 1, 1942 of any housing accommodations within the Defense-Rental Area higher than the maximum rents provided by this Maximum Rent Regulation No. 10; and no person shall offer, solicit, attempt, or agree to do any of the foregoing. Lower rents than those provided by this Maximum Rent Regulation No. 10 may be demanded or received.

§ 1388.463 *Minimum services.* The maximum rents provided by this Maximum Rent Regulation No. 10 are for housing accommodations including, as a minimum, services of the same type, quantity, and quality as those provided on the date determining the maximum rent. If, on June 1, 1942, the services provided for housing accommodations are less than such minimum services, the landlord shall either restore and maintain the minimum services or, before July 1, 1942, file a petition pursuant to § 1388.465 (b) for approval of the decreased services. In all other cases the landlord shall provide the minimum services unless and until an order is en-

tered pursuant to § 1388.465 (b) approving a decrease of such services.

§ 1388.464 *Maximum rents.* Maximum rents (unless and until changed by the Administrator as provided in § 1388.465) shall be:

(a) For housing accommodations rented on July 1, 1941, the rent for such accommodations on that date.

(b) For housing accommodations not rented on July 1, 1941, but rented at any time during the two months ending on that date, the last rent for such accommodations during that two month period.

(c) For housing accommodations not rented on July 1, 1941, nor during the two months ending on that date, but rented prior to June 1, 1942, the first rent for such accommodations after July 1, 1941. On or before July 1, 1942, every landlord of housing accommodations under this paragraph shall file a report on the form provided for each of such accommodations stating the maximum rent and such other information as may be required. The Administrator may order a decrease in the maximum rent as provided in § 1388.465 (c).

(d) For (1) newly constructed housing accommodations without priority rating first rented after July 1, 1941 and before June 1, 1942, or (2) housing accommodations changed between those dates so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations changed between those dates from unfurnished to fully furnished, or from fully furnished to unfurnished, or (4) housing accommodations substantially changed between those dates by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, the first rent for such accommodations after such construction or change: *Provided, however,* That, where such first rent was fixed by a lease which was in force at the time of a major capital improvement, the maximum rent shall be the first rent after termination of such lease. On or before July 1, 1942, every landlord of housing accommodations under this paragraph shall file a report on the form provided for each of such accommodations stating the maximum rent and such other information as may be required. The Administrator may order a decrease in the maximum rent as provided in § 1388.465 (c).

(e) For (1) newly constructed housing accommodations without priority ratings first rented on or after June 1, 1942, or (2) housing accommodations changed on or after that date so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations not rented at any time between May 1, 1941, and June 1, 1942, the rent fixed by the Administrator. The landlord shall, prior to renting and in time to allow 15 days for action thereon, file a petition requesting the Administrator to enter an order fixing the maximum rent therefor. Such order shall be entered on the basis of the rent which the Administrator finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on July 1, 1941. In cases involving construction due consideration shall be given to increased costs of construction, if any, since July 1, 1941.

If no order is entered on such petition within 15 days after filing, the landlord may rent such accommodations and the first rent therefor shall be the maximum rent. Within 5 days after so renting, the landlord shall report the maximum rent. The Administrator may order a decrease in such maximum rent as provided in § 1388.465 (c).

(f) For housing accommodations constructed with priority rating from the United States or any agency thereof for which the rent has been heretofore or is hereafter approved by the United States or any agency thereof, the rent so approved but in no event more than the first rent for such accommodations.

(g) For housing accommodations owned by the United States or any agency thereof, or any corporation owned thereby, or by the State of Kansas or any of its political subdivisions or any agency of any of the foregoing, the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on July 1, 1941, as determined by the owner of such accommodations. The Administrator may order a decrease in the maximum rent as provided in § 1388.465 (c).

§ 1388.465 *Adjustments and other determinations.* In the circumstances enumerated in this section, the Administrator may issue an order changing the maximum rents otherwise allowable or the minimum services required. In those cases involving a major capital improvement, an increase or decrease in the furniture, furnishings or equipment, an increase or decrease of services, or a deterioration, the adjustment in the maximum rent shall be the amount the Administrator finds would have been on July 1, 1941, the difference in the rental value of the housing accommodations by reason of such change. In all other cases, except those under paragraphs (a) (7) and (c) (6) of this section, the adjustment shall be on the basis of the rent which the Administrator finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on July 1, 1941. In cases involving construction due consideration shall be given to increased costs of construction, if any, since July 1, 1941. In cases under paragraphs (a) (7) and (c) (6) of this section the adjustment shall be on the basis of the rents which the Administrator finds were generally prevailing in the Defense-Rental Area for comparable housing accommodations during the year ending on July 1, 1941.

(a) Any landlord may file a petition for adjustment to increase the maximum rent otherwise allowable, only on the grounds that:

(1) There has been on or after June 1, 1942 a substantial change in the housing accommodations by a major capital improvement as distinguished from ordinary repair, replacement and maintenance.

(2) There was, prior to July 1, 1941, and within the six months ending on that date, a substantial change in the housing accommodations by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, and the rent on July 1, 1941 was fixed by a lease which was in force at the time of such change.

(3) There has been a substantial increase in the services, furniture, furnishings or equipment provided with the housing accommodations since the date or order determining its maximum rent.

(4) The rent on the date determining the maximum rent was materially affected by the blood, personal or other special relationship between the landlord and the tenant and as a result was substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on July 1, 1941.

(5) There was in force on July 1, 1941, a written lease, which had been in force for more than one year on that date, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on July 1, 1941: *Provided,* That no increase shall be granted while the lease remains in force.

(6) The rent on the date determining the maximum rent was established by a written lease which provided for a substantially higher rent at other periods during the term of such lease: *Provided,* That no increase shall be granted in excess of the rent provided by said lease while it remains in force.

(7) The rent on the date determining the maximum rent was substantially lower than at other times of year by reason of seasonal demand for such housing accommodations. In such cases the Administrator's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(b) If, on June 1, 1942, the services provided for housing accommodations are less than those provided on the date determining the maximum rent, the landlord shall either restore the services to those provided on the date determining the maximum rent and maintain such services or, before July 1, 1942, file a petition requesting approval of the decreased services. Except as above provided, the landlord shall maintain the minimum services unless and until he has filed a petition to decrease services and an order permitting a decrease has been entered thereon; however, if it is impossible to provide the minimum services, he shall file a petition within five days after the change of services occurs. The order on any petition under this subsection may require an appropriate adjustment in the maximum rent.

(c) The Administrator at any time, on his own initiative or on application of the tenant, may order a decrease of the maximum rent otherwise allowable, only on the grounds that:

(1) The maximum rent for housing accommodations under paragraphs (c), (d), or (g) of § 1388.464 is higher

than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on July 1, 1941; or the maximum rent for housing accommodations under paragraph (e) of § 1388.464 for which the rent was not fixed by the Administrator is higher than such generally prevailing rent.

(2) There has been a substantial deterioration of the housing accommodations other than ordinary wear and tear since the date of order determining its maximum rent.

(3) There has been a substantial decrease in the services, furniture, furnishings or equipment provided with the housing accommodations since the date or order determining its maximum rent.

(4) The rent on the date determining the maximum rent was materially affected by the blood, personal or other special relationship between the landlord and the tenant and as a result was substantially higher than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on July 1, 1941.

(5) The rent on the date determining the maximum rent was established by a written lease which provided for a substantially lower rent at other periods during the term of such lease.

(6) The rent on the date determining the maximum rent was substantially higher than at other times of year by reason of seasonal demand for such housing accommodations. In such cases the Administrator's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(d) If the rent on the date determining the maximum rent, or any other fact necessary to the determination of the maximum rent, is in dispute between the landlord and the tenant, or is in doubt, or is not known, the Administrator on petition of the landlord filed prior to July 1, 1942, or at any time on his own initiative, may enter an order fixing the maximum rent by determining such fact; or if the Administrator is unable to ascertain such fact he shall enter the order on the basis of the rent which he finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on July 1, 1941.

(e) Where, at the expiration or other termination of an underlying lease or other rental agreement, housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons occupying under a rental agreement with the tenant, the landlord may rent the entire premises for use by similar occupancy for a rent not in excess of the aggregate maximum rents for the separate dwelling units, or may rent the separate dwelling units for rents not in excess of the maximum rents applicable to such units.

Where housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons occupying under a rental agreement with the tenant, the tenant may petition the Administrator for leave to exercise any right he would have except for this Maximum Rent Regulation No. 10 to sell his underlying lease or other rental agreement. The Administrator may grant such petition if he finds that the sale will not result, and that sales of such character would not be likely to result, in the circumvention or evasion of the Act or this Maximum Rent Regulation No. 10. He may require that the sale be made on such terms as he deems necessary to prevent such circumvention or evasion.

§ 1388.466 *Restrictions on removal of tenant.* (a) So long as the tenant continues to pay the rent to which the landlord is entitled, no tenant shall be removed from any housing accommodations, by action to evict or to recover possession, by exclusion from possession, or otherwise, nor shall any person attempt such removal or exclusion from possession, notwithstanding that such tenant has no lease or that his lease or other rental agreement has expired or otherwise terminated, unless:

(1) The tenant, who had a written lease or other written rental agreement, has refused upon demand of the landlord to execute a written extension or renewal thereof for a further term of like duration but not in excess of one year but otherwise on the same terms and conditions as the previous lease or agreement except insofar as such terms and conditions are inconsistent with this Maximum Rent Regulation No. 10; or

(2) The tenant has unreasonably refused the landlord access to the housing accommodations for the purpose of inspection or of showing the accommodations to a prospective purchaser, mortgagee or prospective mortgagee, or other person having a legitimate interest therein: *Provided, however,* That such refusal shall not be ground for removal or eviction if such inspection or showing of the accommodations is contrary to the provisions of the tenant's lease or other rental agreement; or

(3) The tenant (i) has violated a substantial obligation of his tenancy, other than an obligation to pay rent, and has continued, or failed to cure, such violation after written notice by the landlord that the violation cease, or (ii) is committing or permitting a nuisance or is using or permitting a use of the housing accommodations for an immoral or illegal purpose; or

(4) The tenant's lease or other rental agreement has expired or otherwise terminated, and at the time of termination the housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons who occupied under a rental agreement with the tenant; or

(5) The landlord seeks in good faith to recover possession for the immediate purpose of demolishing the housing accommodations or of substantially altering or remodeling it in a manner which cannot practicably be done with the tenant in occupancy and the plans for such alteration or remodeling have been approved by the proper authorities, if such approval is required by local law; or

(6) The landlord seeks in good faith to recover possession of the housing accommodations for immediate use and occupancy as a dwelling by himself, his family or dependents; or he has in good faith contracted in writing to sell the accommodations for immediate use and occupancy by a purchaser, who in good faith has represented in writing that he will use the accommodations as a dwelling for himself, his family or dependents; or the landlord seeks in good faith not to offer the housing accommodations for rent. If a tenant has been removed or evicted under this paragraph (a) (6) from housing accommodations, such accommodations shall not be rented for a period of six months after such removal or eviction without permission of the Administrator. The landlord may petition the Administrator for permission to rent the accommodations during such six month period, and the Administrator shall grant such permission if he finds that the action was in good faith and not for the purpose of evading any provision of the act or this Maximum Rent Regulation No. 10.

(b) No tenant shall be removed or evicted on grounds other than those stated above unless, on petition of the landlord, the Administrator certifies that the landlord may pursue his remedies in accordance with the requirements of the local law. The Administrator shall so certify if the landlord establishes that removals or evictions of the character proposed are not inconsistent with the purposes of the Act or this Maximum Rent Regulation No. 10 and would not be likely to result in the circumvention or evasion thereof.

(c) Where a tenant is removed or evicted under the provisions of paragraph (a) (4) of this section, or where the tenant's interest in the housing accommodations has terminated because the landlord has sought a higher rent as authorized by § 1388.465 (e), and at the time of such removal, eviction or termination the housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons who occupied under a rental agreement with the tenant, such subtenants or other occupants shall be deemed to become the tenants of the landlord on the same terms and conditions, consistent with this Regulation, as they would have held from the tenant if his tenancy had continued and their maximum rents shall remain unchanged: *Provided, however,* That this subsection shall not prevent the removal or eviction of a subtenant or other such occupant where the tenant rented to such person in violation of the obligations of his tenancy. Persons who continue in occupancy under this paragraph may be removed or evicted as provided in this section.

(d) At the time of commencing any action to remove or evict a tenant (except an action based on non-payment of a rent not in excess of the maximum rent) the landlord shall give written notice thereof to the Area Rent Office stating the title and number of the case, the court in which it is filed, the name and address of the tenant and the grounds on which eviction is sought.

(e) No provision of this section shall be construed to authorize the removal of

a tenant unless such removal is authorized under the local law.

§ 1388.467 *Registration.* On or before July 1, 1942, or within 30 days after the property is first rented, whichever date is the later, every landlord of housing accommodations rented or offered for rent shall file in triplicate a a written statement on the form provided therefor to be known as a registration statement. The statement shall identify each dwelling unit and specify the maximum rent provided by this Maximum Rent Regulation No. 10 for such dwelling unit and shall contain such other information as the Administrator shall require. The original shall remain on file with the Administrator and he shall cause one copy to be delivered to the tenant and one copy, stamped to indicate that it is a correct copy of the original, to be returned to the landlord. In any subsequent change of tenancy the landlord shall exhibit to the new tenant his stamped copy of the registration statement, and shall obtain the tenant's signature and the date thereof on the back of such statement. Within five days after renting to a new tenant, the landlord shall file a notice on the form provided therefor, on which he shall obtain the tenant's signature, stating that there has been a change in tenancy, that the stamped copy of the registration statement has been exhibited to the new tenant and that the rent for such accommodations is in conformity therewith.

No payment of rent need be made unless the landlord tenders a receipt for the amount to be paid.

When the maximum rent is changed by order of the Administrator the landlord shall deliver his stamped copy of the registration statement to the Area Rent Office for appropriate action reflecting such change.

§ 1388.468 *Inspection.* Any tenant or any person who rents or offers for rent or acts as a broker or agent for the rental of housing accommodations shall permit such inspection of the accommodations by the Administrator as he may, from time to time, require.

§ 1388.469 *Evasion.* The maximum rents and other requirements provided in this Maximum Rent Regulation No. 10 shall not be evaded, either directly or indirectly, in connection with the renting or leasing or the transfer of a lease of housing accommodations, by way of absolute or conditional sale, sale with purchase money or other form of mortgage, or sale with option to repurchase, or by modification of the practices relating to payment of commissions or other charges, or by modification of the services furnished with housing accommodations, or otherwise.

§ 1388.470 *Enforcement.* Persons violating any provision of this Maximum Rent Regulation No. 10 are subject to criminal penalties, civil enforcement actions and suits for treble damages as provided for by the Act.

§ 1388.471 *Procedure.* All registration statements, reports and notices provided for by this Maximum Rent Regulation No. 10 shall be filed with the Area Rent Office. All landlord's petitions and tenant's applications shall be filed with such office in accordance with Procedural Regulation No. 3 (§§ 1300.201 to 1300.247, inclusive).

§ 1388.472 *Petitions for amendment.* Persons seeking any amendment of general applicability to any provision of this Maximum Rent Regulation No. 10 may file petitions therefor in accordance with Procedural Regulation No. 3 (§§ 1300.201 to 1300.247, inclusive).

§ 1388.473 *Definitions.* (a) When used in this Maximum Rent Regulation No. 10:

(1) The term "Act" means the Emergency Price Control Act of 1942.

(2) The term "Administrator" means the Price Administrator of the Office of Price Administration, or the Rent Director or such other person or persons as the Administrator may appoint or designate to carry out any of the duties delegated to him by the Act.

(3) The term "Rent Director" means the person designated by the Administrator as director of the Wichita Defense-Rental Area or such person or persons as may be designated to carry out any of the duties delegated to the Rent Director by the Administrator.

(4) The term "Area Rent Office" means the office of the Rent Director in the Wichita Defense-Rental Area.

(5) The term "person" includes an individual, corporation, partnership, association, or any other organized group of persons, or legal successor or representative of any of the foregoing, and includes the United States or any agency thereof, or any other government, or any of its political subdivisions, or any agency of any of the foregoing.

(6) The term "housing accommodations" means any building, structure, or part thereof, or land appurtenant thereto, or any other real or personal property rented or offered for rent for living or dwelling purposes, together with all privileges, services, furnishings, furniture, equipment, facilities and improvements connected with the use or occupancy of such property.

(7) The term "services" includes repairs, decorating and maintenance, the furnishing of light, heat, hot and cold water, telephone, elevator service, window shades, and storage, kitchen, bath, and laundry facilities and privileges, maid service, linen service, janitor service, the removal of refuse and any other privilege or facility connected with the use or occupancy of housing accommodations.

(8) The term "landlord" includes an owner, lessor, sublessor, assignee or other person receiving or entitled to receive rent for the use or occupancy of any housing accommodations, or an agent of any of the foregoing.

(9) The term "tenant" includes a subtenant, lessee, sublessee, or other person entitled to the possession or to the use or occupancy of any housing accommodations.

(10) The term "rent" means the consideration, including any bonus, benefit, or gratuity, demanded or received for the use or occupancy of housing accommodations or for the transfer of a lease of such accommodations.

(11) The term "hotel" means any establishment generally recognized as such in its community, containing more than 50 rooms and used predominantly for transient occupancy.

(12) The term "rooming house" means, in addition to its customary usage, a building or portion of a building other than a hotel in which a furnished room or rooms not constituting an apartment are rented on a short time basis of daily, weekly or monthly occupancy to more than two paying tenants not members of the landlord's immediate family. The term includes boarding houses, dormitories, auto camps, trailers, residence clubs, tourist homes or cabins, and all other establishments, of a similar nature.

(b) Unless the context otherwise requires, the definitions set forth in section 302 of the Emergency Price Control Act of 1942 shall apply to other terms used in this Maximum Rent Regulation No. 10.

§ 1388.474 *Effective date of the regulation.* This Maximum Rent Regulation No. 10 (§§ 1388.461 to 1388.474, inclusive) shall become effective June 1, 1942.

Issued this 27th day of May 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-4932; Filed, May 27, 1942; 3:48 p. m.]

PART 1388—DEFENSE-RENTAL AREAS

[Maximum Rent Regulation No. 11]

HOUSING ACCOMMODATIONS OTHER THAN HOTELS AND ROOMING HOUSES IN A PORTION OF THE DETROIT DEFENSE-RENTAL AREA

In the judgment of the Administrator, rents for housing accommodations within that portion of the Detroit Defense-Rental Area designated in the Designation and Rent Declaration (§§ 1388.501 to 1388.505, inclusive) issued by the Administrator on March 2, 1942 (consisting of the Counties of Macomb, Oakland, and Wayne, in the State of Michigan), have not been reduced and stabilized by State or local regulation, or otherwise, in accordance with the recommendations set forth in said Designation and Rent Declaration.

The Administrator has ascertained and given due consideration to the rents prevailing for housing accommodations within the Detroit Defense-Rental Area on or about April 1, 1941. It is his judgment that defense activities had not resulted in increases in rents for such housing accommodations inconsistent with the purposes of the Emergency Price Control Act of 1942 prior to April 1, 1941, but did result in such increases commencing on or about that date. The Administrator has made adjustments for such relevant factors as he has determined and deemed to be of general applicability in respect of such housing accommodations, including increases or

decreases in property taxes and other costs.

In the judgment of the Administrator the maximum rents established by this Maximum Rent Regulation for housing accommodations within the said portion of the Detroit Defense-Rental Area will be generally fair and equitable and will effectuate the purposes of the Emergency Price Control Act of 1942.

Therefore, under the authority vested in the Administrator by the Act, this Maximum Rent Regulation No. 11 is hereby issued.

AUTHORITY: §§ 1388.511 to 1388.524, inclusive, issued under Pub. Law 421, 77th Cong.

§ 1388.511 *Scope of regulation.* (a) This Maximum Rent Regulation No. 11 establishes the maximum rents which may be demanded or received for use or occupancy on and after June 1, 1942 of all housing accommodations within that portion of the Detroit Defense-Rental Area designated in the Designation and Rent Declaration (§§ 1388.501 to 1388.505, inclusive) issued by the Administrator on March 2, 1942 (consisting of the Counties of Macomb, Oakland, and Wayne, in the state of Michigan—hereinafter referred to in this Maximum Rent Regulation No. 11 as the "Defense-Rental Area"), except as provided in paragraph (b) of this section.

(b) This Maximum Rent Regulation No. 11 does not apply to the following:

(1) Housing accommodations situated on a farm and occupied by a tenant who is engaged for a substantial portion of his time in farming operations thereon;

(2) Dwelling space occupied by domestic servants, caretakers, managers, or other employees to whom the space is provided as part of their compensation and who are employed for the purpose of rendering services in connection with the premises of which the dwelling space is a part;

(3) Housing accommodations within hotels or rooming houses: *Provided,* That this Maximum Rent Regulation No. 11 does apply to premises or structures though used as hotels or rooming houses.

(c) The provisions of any lease or other rental agreement shall remain in force pursuant to the terms thereof, except insofar as those provisions are inconsistent with this Maximum Rent Regulation No. 11.

(d) An agreement by the tenant to waive the benefit of any provision of this Regulation is void. A tenant shall not be entitled by reason of this Regulation to refuse to pay or to recover any portion of any rents due or paid for use or occupancy prior to June 1, 1942.

§ 1388.512 *Prohibition against higher than maximum rents.* Regardless of any contract, agreement, lease or other obligation heretofore or hereafter entered into, no person shall demand or receive any rent for use or occupancy on and after June 1, 1942 of any housing accommodations within the Defense-Rental Area higher than the maximum rents provided by this Maximum Rent Regulation No. 11; and no person shall offer, solicit, attempt, or agree to do any of the foregoing. Lower rents than those provided by this Maximum Rent Regulation No. 11 may be demanded or received.

§ 1388.513 *Minimum services.* The maximum rents provided by this Maximum Rent Regulation No. 11 are for housing accommodations including, as a minimum, services of the same type, quantity, and quality as those provided on the date determining the maximum rent. If, on June 1, 1942, the services provided for housing accommodations are less than such minimum services, the landlord shall either restore and maintain the minimum services or, before July 1, 1942, file a petition pursuant to § 1388.515 (b) for approval of the decreased services. In all other cases the landlord shall provide the minimum services unless and until an order is entered pursuant to § 1388.515 (b) approving a decrease of such services.

§ 1388.514 *Maximum rents.* Maximum rents (unless and until changed by the Administrator as provided in § 1388.515) shall be:

(a) For housing accommodations rented on April 1, 1941, the rent for such accommodations on that date.

(b) For housing accommodations not rented on April 1, 1941, but rented at any time during the two months ending on that date, the last rent for such accommodations during that two month period.

(c) For housing accommodations not rented on April 1, 1941, nor during the two months ending on that date, but rented prior to June 1, 1942, the first rent for such accommodations after April 1, 1941. On or before July 1, 1942, every landlord of housing accommodations under this paragraph shall file a report on the form provided for each of such accommodations stating the maximum rent and such other information as may be required. The Administrator may order a decrease in the maximum rent as provided in § 1388.515 (c).

(d) For (1) newly constructed housing accommodations without priority rating first rented after April 1, 1941 and before June 1, 1942, or (2) housing accommodations changed between those dates so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations changed between those dates from unfurnished to fully furnished, or from fully furnished to unfurnished, or (4) housing accommodations substantially changed between those dates by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, the first rent for such accommodations after such construction or change: *Provided, however,* That, where such first rent was fixed by a lease which was in force at the time of a major capital improvement, the maximum rent shall be the first rent after termination of such lease. On or before July 1, 1942, every landlord of housing accommodations under this paragraph shall file a report on the form provided for each of such accommodations stating the maximum rent and such other information as may be required. The Administrator may order a decrease in the maximum rent as provided in § 1388.515 (c).

(e) For (1) newly constructed housing accommodations without priority rating first rented on or after June 1, 1942, or (2) housing accommodations changed on or after that date so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations not rented at any time between February 1, 1941, and June 1, 1942, the rent fixed by the Administrator. The landlord shall, prior to renting and in time to allow 15 days for action thereon, file a petition requesting the Administrator to enter an order fixing the maximum rent therefor. Such order shall be entered on the basis of the rent which the Administrator finds, was generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941. In cases involving construction due consideration shall be given to increased costs of construction, if any, since April 1, 1941.

If no order is entered on such petition within 15 days after filing, the landlord may rent such accommodations and the first rent therefor shall be the maximum rent. Within 5 days after so renting, the landlord shall report the maximum rent. The Administrator may order a decrease in such maximum rent as provided in § 1388.515 (c).

(f) For housing accommodations constructed with priority rating from the United States or any agency thereof for which the rent has been heretofore or is hereafter approved by the United States or any agency thereof, the rent so approved but in no event more than the first rent for such accommodations.

(g) For housing accommodations owned by the United States or any agency thereof, or any corporation owned thereby, or by the State of Michigan or any of its political subdivisions or any agency of any of the foregoing, the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941, as determined by the owner of such accommodations. The Administrator may order a decrease in the maximum rent as provided in § 1388.515 (c).

§ 1388.515 *Adjustments and other determinations.* In the circumstances enumerated in this section, the Administrator may issue an order changing the maximum rents otherwise allowable or the minimum services required. In those cases involving a major capital improvement, an increase or decrease in the furniture, furnishing, or equipment, an increase or decrease of services or a deterioration, the adjustment in the maximum rent shall be the amount the Administrator finds would have been on April 1, 1941 the difference in the rental value of the housing accommodations by reason of such change. In all other cases, except those under paragraphs (a) (7) and (c) (6) of this section, the adjust-

ment shall be on the basis of the rent which the Administrator finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941. In cases involving construction due consideration shall be given to increased costs of construction, if any, since April 1, 1941. In cases under paragraphs (a) (7) and (c) (6) of this section the adjustment shall be on the basis of the rents which the Administrator finds were generally prevailing in the Defense-Rental Area for comparable housing accommodations during the year ending on April 1, 1941.

(a) Any landlord may file a petition for adjustment to increase the maximum rent otherwise allowable, only on the grounds that:

(1) There has been on or after June 1, 1942, a substantial change in the housing accommodations by a major capital improvement as distinguished from ordinary repair, replacement and maintenance.

(2) There was, prior to April 1, 1941, and within the six months ending on that date, a substantial change in the housing accommodations by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, and the rent on April 1, 1941, was fixed by a lease which was in force at the time of such change.

(3) There has been a substantial increase in the services, furniture, furnishings or equipment provided with the housing accommodations since the date or order determining its maximum rent.

(4) The rent on the date determining the maximum rent was materially affected by the blood, personal or other special relationship between the landlord and the tenant and as a result was substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941.

(5) There was in force on April 1, 1941, a written lease, which had been in force for more than one year on that date, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941: *Provided,* That no increase shall be granted while the lease remains in force.

(6) The rent on the date determining the maximum rent was established by a written lease which provided for a substantially higher rent at other periods during the term of such lease: *Provided,* That no increase shall be granted in excess of the rent provided by said lease while it remains in force.

(7) The rent on the date determining the maximum rent was substantially lower than at other times of year by reason of seasonal demand for such housing accommodations. In such cases the Administrator's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(b) If, on June 1, 1942, the services provided for housing accommodations are less than those provided on the date determining the maximum rent, the landlord shall either restore the services to those provided on the date determining the maximum rent and maintain such services or, before July 1, 1942, file a petition requesting approval of the decreased services. Except as above provided, the landlord shall maintain the minimum services unless and until he has filed a petition to decrease services and an order permitting a decrease has been entered thereon; however, if it is impossible to provide the minimum services, he shall file a petition within five days after the change of services occurs. The order on any petition under this paragraph may require an appropriate adjustment in the maximum rent.

(c) The Administrator at any time, on his own initiative or on application of the tenant, may order a decrease of the maximum rent otherwise allowable, only on the grounds that:

(1) The maximum rent for housing accommodations under paragraphs (c), (d), or (g) of § 1388.514 is higher than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941; or the maximum rent for housing accommodations under paragraph (e) of § 1388.514 for which the rent was not fixed by the Administrator is higher than such generally prevailing rent.

(2) There has been a substantial deterioration of the housing accommodations other than ordinary wear and tear since the date or order determining its maximum rent.

(3) There has been a substantial decrease in the services, furniture, furnishings or equipment provided with the housing accommodations since the date or order determining its maximum rent.

(4) The rent on the date determining the maximum rent was materially affected by the blood, personal or other special relationship between the landlord and the tenant and as a result was substantially higher than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941.

(5) The rent on the date determining the maximum rent was established by a written lease which provided for a substantially lower rent at other periods during the term of such lease.

(6) The rent on the date determining the maximum rent was substantially higher than at other times of year by reason of seasonal demand for such housing accommodations. In such cases the Administrator's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(d) If the rent on the date determining the maximum rent, or any other fact necessary to the determination of the maximum rent, is in dispute between the landlord and the tenant, or is in doubt, or is not known, the Administrator on petition of the landlord filed prior to July 1, 1942, or at any time on his own initiative, may enter an order fixing the maximum rent by determining such fact; or if the Administrator is unable to ascertain such fact he shall enter the order on the basis of the rent which he finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941.

(e) Where, at the expiration or other termination of an underlying lease or other rental agreement, housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons occupying under a rental agreement with the tenant, the landlord may rent the entire premises for use by similar occupancy for a rent not in excess of the aggregate maximum rents of the separate dwelling units, or may rent the separate dwelling units for rents not in excess of the maximum rents applicable to such units.

Where housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons occupying under a rental agreement with the tenant, the tenant may petition the Administrator for leave to exercise any right he would have except for this Maximum Rent Regulation No. 11 to sell his underlying lease or other rental agreement. The Administrator may grant such petition if he finds that the sale will not result, and that sales of such character would not be likely to result, in the circumvention or evasion of the Act or this Maximum Rent Regulation No. 11. He may require that the sale be made on such terms as he deems necessary to prevent such circumvention or evasion.

§ 1388.516 *Restrictions on removal of tenant.* (a) So long as the tenant continues to pay the rent to which the landlord is entitled, no tenant shall be removed from any housing accommodations, by action to evict or to recover possession, by exclusion from possession, or otherwise, nor shall any person attempt such removal or exclusion from possession, notwithstanding that such tenant has no lease or that his lease or other rental agreement has expired or otherwise terminated, unless:

(1) The tenant, who had a written lease or other written rental agreement, has refused upon demand of the landlord to execute a written extension or renewal thereof for a further term of like duration but not in excess of one year but otherwise on the same terms and conditions as the previous lease or agreement except insofar as such terms and conditions are inconsistent with this Maximum Rent Regulation No. 11; or

(2) The tenant has unreasonably refused the landlord access to the housing accommodations for the purpose of inspection or of showing the accommodations to a prospective purchaser, mortgagee or prospective mortgagee, or other person having a legitimate interest therein: *Provided, however,* That such refusal shall not be ground for removal or eviction if such inspection or showing of the accommodations is contrary to the provisions of the tenant's lease or other rental agreement; or

(3) The tenant (i) has violated a substantial obligation of his tenancy, other than an obligation to pay rent, and has

continued, or failed to cure, such violation after written notice by the landlord that the violation cease, or (ii) is committing or permitting a nuisance or is using or permitting a use of the housing accommodations for an immoral or illegal purpose; or

(4) The tenant's lease or other rental agreement has expired or otherwise terminated, and at the time of termination the housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons who occupied under a rental agreement with the tenant; or

(5) The landlord seeks in good faith to recover possession for the immediate purpose of demolishing the housing accommodations or of substantially altering or remodeling it in a manner which cannot practicably be done with the tenant in occupancy and the plans for such alteration or remodeling have been approved by the proper authorities, if such approval is required by local law; or

(6) The landlord seeks in good faith to recover possession of the housing accommodations for immediate use and occupancy as a dwelling by himself, his family or dependents; or he has in good faith contracted in writing to sell the accommodations for immediate use and occupancy by a purchaser, who in good faith has represented in writing that he will use the accommodations as a dwelling for himself, his family or dependents; or the landlord seeks in good faith not to offer the housing accommodations for rent. If a tenant has been removed or evicted under this paragraph (a) (6) from housing accommodations, such accommodations shall not be rented for a period of six months after such removal or eviction without permission of the Administrator. The landlord may petition the Administrator for permission to rent the accommodations during such six month period, and the Administrator shall grant such permission if he finds that the action was in good faith and not for the purpose of evading any provision of the Act or this Maximum Rent Regulation No. 11.

(b) No tenant shall be removed or evicted on grounds other than those stated above unless, on petition of the landlord, the Administrator certifies that the landlord may pursue his remedies in accordance with the requirements of the local law. The Administrator shall so certify if the landlord establishes that removals or evictions of the character proposed are not inconsistent with the purposes of the Act or this Maximum Rent Regulation No. 11 and would not be likely to result in the circumvention or evasion thereof.

(c) Where a tenant is removed or evicted under the provisions of paragraph (a) (4) of this section, or where the tenant's interest in the housing accommodations has terminated because the landlord has sought a higher rent as authorized by § 1388.515 (e), and at the time of such removal, eviction or termination the housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons who occupied under a rental agreement with the tenant, such subtenants or other occupants shall be deemed to become the tenants of the landlord on the same terms and conditions, consistent with this Maximum Rent Regulation No. 11, as they would have held from the tenant if his tenancy had continued and their maximum rents shall remain unchanged: *Provided, however,* That this paragraph shall not prevent the removal or eviction of a subtenant or other such occupant where the tenant rented to such person in violation of the obligations of his tenancy. Persons who continue in occupancy under this paragraph may be removed or evicted as provided in this section.

(d) At the time of commencing any action to remove or evict a tenant (except an action based on non-payment of a rent not in excess of the maximum rent) the landlord shall give written notice thereof to the Area Rent Office stating the title and number of the case, the court in which it is filed, the name and address of the tenant and the grounds on which eviction is sought.

(e) No provision of this section shall be construed to authorize the removal of a tenant unless such removal is authorized under the local law.

§ 1388.517 *Registration.* On or before July 1, 1942, or within 30 days after the property is first rented, whichever date is the later, every landlord of housing accommodations rented or offered for rent shall file in triplicate a written statement on the form provided therefor to be known as a registration statement. The statement shall identify each dwelling unit and specify the maximum rent provided by this Regulation for such dwelling unit and shall contain such other information as the Administrator shall require. The original shall remain on file with the Administrator and he shall cause one copy to be delivered to the tenant and one copy, stamped to indicate that it is a correct copy of the original, to be returned to the landlord. In any subsequent change of tenancy the landlord shall exhibit to the new tenant his stamped copy of the registration statement, and shall obtain the tenant's signature and the date thereof on the back of such statement. Within five days after renting to a new tenant, the landlord shall file a notice on the form provided therefor, on which he shall obtain the tenant's signature, stating that there has been a change in tenancy, that the stamped copy of the registration statement has been exhibited to the new tenant and that the rent for such accommodations is in conformity therewith.

No payment of rent need be made unless the landlord tenders a receipt for the amount to be paid.

When the maximum rent is changed by order of the Administrator the landlord shall deliver his stamped copy of the registration statement to the Area Rent Office for appropriate action reflecting such change.

§ 1388.518 *Inspection.* Any tenant or any person who rents or offers for rent or acts as a broker or agent for the rental of housing accommodations shall permit such inspection of the accommodations by the Administrator as he may, from time to time, require.

§ 1388.519 *Evasion.* The maximum rents and other requirements provided in this Maximum Rent Regulation No. 11 shall not be evaded, either directly or indirectly, in connection with the renting or leasing or the transfer of a lease of housing accommodations, by way of absolute or conditional sale, sale with purchase money or other form of mortgage, or sale with option to repurchase, or by modification of the practices relating to payment of commissions or other charges, or by modification of the services furnished with housing accommodations, or otherwise.

§ 1388.520 *Enforcement.* Persons violating any provision of this Maximum Rent Regulation No. 11 are subject to criminal penalties, civil enforcement actions and suits for treble damages as provided for by the Act.

§ 1388.521 *Procedure.* All registration statements, reports and notices provided for by this Maximum Rent Regulation No. 11 shall be filed with the Area Rent Office. All landlord's petitions and tenant's applications shall be filed with such office in accordance with Procedural Regulation No. 3 (§§ 1300.201 to 1300.247, inclusive).

§ 1388.522 *Petitions for amendment.* Persons seeking any amendment of general applicability to any provision of this Maximum Rent Regulation No. 11 may file petitions therefor in accordance with Procedural Regulation No. 3 (§§ 1300.201 to 1300.247, inclusive).

§ 1388.523 *Definitions.* (a) When used in this Maximum Rent Regulation No. 11:

(1) The term "Act" means the Emergency Price Control Act of 1942.

(2) The term "Administrator" means the Price Administrator of the Office of Price Administration, or the Rent Director or such other person or persons as the Administrator may appoint or designate to carry out any of the duties delegated to him by the Act.

(3) The term "Rent Director" means the person designated by the Administrator as director of the Detroit Defense-Rental Area or such person or persons as may be designated to carry out any of the duties delegated to the Rent Director by the Administrator.

(4) The term "Area Rent Office" means the office of the Rent Director in the Detroit Defense-Rental Area.

(5) The term "person" includes an individual, corporation, partnership, association, or any other organized group of persons, or legal successor or representative of any of the foregoing, and includes the United States or any agency thereof, or any other government, or any of its political subdivisions, or any agency of any of the foregoing.

(6) The term "housing accommodations" means any building, structure, or part thereof, or land appurtenant thereto, or any other real or personal property rented or offered for rent for living or dwelling purposes, together

with all privileges, services, furnishings, furniture, equipment, facilities and improvements connected with the use or occupancy of such property.

(7) The term "services" includes repairs, decorating and maintenance, the furnishing of light, heat, hot and cold water, telephone, elevator service, window shades, and storage, kitchen, bath, and laundry facilities and privileges, maid service, linen service, janitor service, the removal of refuse and any other privilege or facility connected with the use or occupancy of housing accommodations.

(8) The term "landlord" includes an owner, lessor, sublessor, assignee or other person receiving or entitled to receive rent for the use or occupancy of any housing accommodations, or an agent of any of the foregoing.

(9) The term "tenant" includes a subtenant, lessee, sublessee, or other person entitled to the possession or to the use or occupancy of any housing accommodations.

(10) The term "rent" means the consideration, including any bonus, benefit, or gratuity, demanded or received for the use or occupancy of housing accommodations or for the transfer of a lease of such accommodations.

(11) The term "hotel" means any establishment generally recognized as such in its community, containing more than 50 rooms and used predominantly for transient occupancy.

(12) The term "rooming house" means, in addition to its customary usage, a building or portion of a building other than a hotel in which a furnished room or rooms not constituting an apartment are rented on a short time basis of daily, weekly or monthly occupancy to more than two paying tenants not members of the landlord's immediate family. The term includes boarding houses, dormitories, auto camps, trailers, residence clubs, tourist homes or cabins, and all other establishments of a similar nature.

(b) Unless the context otherwise requires, the definitions set forth in section 302 of the Emergency Price Control Act of 1942 shall apply to other terms used in this Maximum Rent Regulation No. 11.

§ 1388.524 *Effective date of the regulation.* This Maximum Rent Regulation No. 11, (§§ 1388.511 to 1388.524, inclusive) shall become effective June 1, 1942.

Issued this 27th day of May 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-4933; Filed, May 27, 1942; 3:48 p. m.]

PART 1388—DEFENSE-RENTAL AREAS

[Maximum Rent Regulation No. 12]

HOUSING ACCOMMODATIONS OTHER THAN HOTELS AND ROOMING HOUSES IN A PORTION OF THE SCHENECTADY DEFENSE-RENTAL AREA

In the judgment of the Administrator, rents for housing accommodations within that portion of the Schenectady Defense-Rental Area designated in the Designation and Rent Declaration (§§ 1388.551 to 1388.555, inclusive) issued by the Administrator on March 2, 1942 (consisting of the County of Schenectady in its entirety; and the Towns of Ballston, Charlton, and Clifton Park, in the County of Saratoga, all in the State of New York), have not been reduced and stabilized by State or local regulation, or otherwise, in accordance with the recommendations set forth in said Designation and Rent Declaration.

The Administrator has ascertained and given due consideration to the rents prevailing for housing accommodations within the said portion of the Schenectady Defense-Rental Area on or about April 1, 1941. It is his judgment that defense activities had not resulted in increases in rents for such housing accommodations inconsistent with the purposes of the Emergency Price Control Act of 1942 prior to April 1, 1941, but did result in such increases commencing on or about that date. The Administrator has made adjustments for such relevant factors as he has determined and deemed to be of general applicability in respect of such housing accommodations, including increases or decreases in property taxes and other costs.

In the judgment of the Administrator the maximum rents established by this Maximum Rent Regulation No. 12 for housing accommodations within the said portion of the Schenectady Defense-Rental Area will be generally fair and equitable and will effectuate the purposes of the Emergency Price Control Act of 1942.

Therefore, under the authority vested in the Administrator by the Act, this Maximum Rent Regulation No. 12 is hereby issued.

AUTHORITY: §§ 1388.561 to 1388.574, inclusive, issued under Pub. Law 421, 77th Cong.

§ 1388.561 *Scope of regulation.* (a) This Maximum Rent Regulation No. 12 establishes the maximum rents which may be demanded or received for use or occupancy on and after June 1, 1942, of all housing accommodations within that portion of the Schenectady Defense-Rental Area designated in the Designation and Rent Declaration (§§ 1388.551 to 1388.555, inclusive) issued by the Administrator on March 2, 1942 (consisting of the County of Schenectady in its entirety; and the Towns of Ballston, Charlton, and Clifton Park, in the County of Saratoga, all in the State of New York—hereinafter referred to in this Maximum Rent Regulation No. 12 as the "Defense-Rental Area"), except as provided in paragraph (b) of this section.

(b) This Maximum Rent Regulation No. 12 does not apply to the following:

(1) Housing accommodations situated on a farm and occupied by a tenant who is engaged for a substantial portion of his time in farming operations thereon;

(2) Dwelling space occupied by domestic servants, caretakers, managers, or other employees to whom the space is provided as part of their compensation and who are employed for the purpose of rendering services in connection with the premises of which the dwelling space is a part;

(3) Housing accommodations within hotels or rooming houses: *Provided*, That this Maximum Rent Regulation No. 12 does apply to premises or structures though used as hotels or rooming houses.

(c) The provisions of any lease or other rental agreement shall remain in force pursuant to the terms thereof, except insofar as those provisions are inconsistent with this Maximum Rent Regulation No. 12.

(d) An agreement by the tenant to waive the benefit of any provision of this Maximum Rent Regulation No. 12 is void. A tenant shall not be entitled by reason of this Maximum Rent Regulation No. 12 to refuse to pay or to recover any portion of any rents due or paid for use or occupancy prior to June 1, 1942.

§ 1388.562 *Prohibition against higher than maximum rents.* Regardless of any contract, agreement, lease or other obligation heretofore or hereafter entered into, no person shall demand or receive any rent for use or occupancy on and after June 1, 1942 of any housing accommodations within the Defense-Rental Area higher than the maximum rents provided by this Maximum Rent Regulation No. 12; and no person shall offer, solicit, attempt, or agree to do any of the foregoing. Lower rents than those provided by this Maximum Rent Regulation No. 12 may be demanded or received.

§ 1388.563 *Minimum services.* The maximum rents provided by this Maximum Rent Regulation No. 12 are for housing accommodations including, as a minimum, services of the same type, quantity, and quality as those provided on the date determining the maximum rent. If, on June 1, 1942, the services provided for housing accommodations are less than such minimum services, the landlord shall either restore and maintain the minimum services or, before July 1, 1942, file a petition pursuant to § 1388.565 (b) for approval of the decreased services. In all other cases the landlord shall provide the minimum services unless and until an order is entered pursuant to § 1388.565 (b) approving a decrease of such services.

§ 1388.564 *Maximum rents.* Maximum rents (unless and until changed by the Administrator as provided in § 1388.565) shall be:

(a) For housing accommodations rented on April 1, 1941, the rent for such accommodations on that date.

(b) For housing accommodations not rented on April 1, 1941, but rented at any time during the two months ending on that date, the last rent for such accommodations during that two month period.

(c) For housing accommodations not rented on April 1, 1941 nor during the two months ending on that date, but rented prior to June 1, 1942, the first rent for such accommodations after April 1, 1941. On or before July 1, 1942 every landlord of housing accommodations under this paragraph shall file a report on the form provided for each of such

accommodations stating the maximum rent and such other information as may be required. The Administrator may order a decrease in the maximum rent as provided in § 1388.565 (c).

(d) For (1) newly constructed housing accommodations without priority rating first rented after April 1, 1941 and before June 1, 1942, or (2) housing accommodations changed between those dates so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations changed between those dates from unfurnished to fully furnished, or from fully furnished to unfurnished, or (4) housing accommodations substantially changed between those dates by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, the first rent for such accommodations after such construction or change: *Provided, however,* That, where such first rent was fixed by a lease which was in force at the time of a major capital improvement, the maximum rent shall be the first rent after termination of such lease. On or before July 1, 1942, every landlord of housing accommodations under this paragraph shall file a report on the form provided for each of such accommodations stating the maximum rent and such other information as may be required. The Administrator may order a decrease in the maximum rent as provided in § 1388.565 (c).

(e) For (1) newly constructed housing accommodations without priority rating first rented on or after June 1, 1942, or (2) housing accommodations changed on or after that date so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations not rented at any time between February 1, 1941 and June 1, 1942, the rent fixed by the Administrator. The landlord shall, prior to renting and in time to allow 15 days for action thereon, file a petition requesting the Administrator to enter an order fixing the maximum rent therefor. Such order shall be entered on the basis of the rent which the Administrator finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941. In cases involving construction due consideration shall be given to increased costs of construction, if any, since April 1, 1941.

If no order is entered on such petition within 15 days after filing, the landlord may rent such accommodations and the first rent therefor shall be the maximum rent. Within 5 days after so renting, the landlord shall report the maximum rent. The Administrator may order a decrease in such maximum rent as provided in § 1388.565 (c).

(f) For housing accommodations constructed with priority rating from the United States or any agency thereof for which the rent has been heretofore or is hereafter approved by the United States or any agency thereof, the rent so approved but in no event more than the first rent for such accommodations.

(g) For housing accommodations owned by the United States or any agency thereof, or any corporation owned thereby, or by the State of New York or any of its political subdivisions or any agency of any of the foregoing, the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941, as determined by the owner of such accommodations. The Administrator may order a decrease in the maximum rent as provided in § 1388.565 (c).

§ 1388.565 *Adjustments and other determinations.* In the circumstances enumerated in this section, the Administrator may issue an order changing the maximum rents otherwise allowable or the minimum services required. In those cases involving a major capital improvement, an increase or decrease in the furniture, furnishings or equipment, an increase or decrease of services, or a deterioration, the adjustment in the maximum rent shall be the amount the Administrator finds would have been on April 1, 1941 the difference in the rental value of the housing accommodations by reason of such change. In all other cases, except those under paragraphs (a) (7) and (c) (6) of this section, the adjustment shall be on the basis of the rent which the Administrator finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941. In cases involving construction due consideration shall be given to increased costs of construction, if any, since April 1, 1941. In cases under paragraphs (a) (7) and (c) (6) of this section the adjustment shall be on the basis of the rents which the Administrator finds were generally prevailing in the Defense-Rental Area for comparable housing accommodations during the year ending on April 1, 1941.

(a) Any landlord may file a petition for adjustment to increase the maximum rent otherwise allowable, only on the grounds that:

(1) There has been on or after June 1, 1942 a substantial change in the housing accommodations by a major capital improvement as distinguished from ordinary repair, replacement and maintenance.

(2) There was, prior to April 1, 1941 and within the six months ending on that date, a substantial change in the housing accommodations by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, and the rent on April 1, 1941 was fixed by a lease which was in force at the time of such change.

(3) There has been a substantial increase in the services, furniture, furnishings or equipment provided with the housing accommodations since the date or order determining its maximum rent.

(4) The rent on the date determining the maximum rent was materially affected by the blood, personal or other special relationship between the landlord and the tenant and as a result was substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941.

(5) There was in force on April 1, 1941 a written lease, which had been in force for more than one year on that date, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941: *Provided,* That no increase shall be granted while the lease remains in force.

(6) The rent on the date determining the maximum rent was established by a written lease which provided for a substantially higher rent at other periods during the term of such lease: *Provided,* That no increase shall be granted in excess of the rent provided by said lease while it remains in force.

(7) The rent on the date determining the maximum rent was substantially lower than at other times of year by reason of seasonal demand for such housing accommodations. In such cases the Administrator's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(b) If, on June 1, 1942, the services provided for housing accommodations are less than those provided on the date determining the maximum rent, the landlord shall either restore the services to those provided on the date determining the maximum rent and maintain such services or, before July 1, 1942, file a petition requesting approval of the decreased services. Except as above provided, the landlord shall maintain the minimum services unless and until he has filed a petition to decrease services and an order permitting a decrease has been entered thereon; however, if it is impossible to provide the minimum services, he shall file a petition within five days after the change of services occurs. The order on any petition under this paragraph may require an appropriate adjustment in the maximum rent.

(c) The Administrator at any time, on his own initiative or on application of the tenant, may order a decrease of the maximum rent otherwise allowable, only on the grounds that:

(1) The maximum rent for housing accommodations under paragraphs (c), (d), or (g) of § 1388.564 is higher than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941; or the maximum rent for housing accommodations under paragraphs (e) of § 138.564 for which the rent was not fixed by the Administrator is higher than such generally prevailing rent.

(2) There has been a substantial deterioration of the housing accommodations other than ordinary wear and tear since the date or order determining its maximum rent.

(3) There has been a substantial decrease in the services, furniture, furnishings or equipment provided with the housing accommodations since the date or order determining its maximum rent.

(4) The rent on the date determining the maximum rent was materially af-

fected by the blood, personal or other special relationship between the landlord and the tenant and as a result was substantially higher than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941.

(5) The rent on the date determining the maximum rent was established by a written lease which provided for a substantially lower rent at other periods during the term of such lease.

(6) The rent on the date determining the maximum rent was substantially higher than at other times of year by reason of seasonal demand for such housing accommodations. In such cases the Administrator's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(d) If the rent on the date determining the maximum rent, or any other fact necessary to the determination of the maximum rent, is in dispute between the landlord and the tenant, or is in doubt, or is not known, the Administrator on petition of the landlord filed prior to July 1, 1942, or at any time on his own initiative, may enter an order fixing the maximum rent by determining such fact; or if the Administrator is unable to ascertain such fact he shall enter the order on the basis of the rent which he finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941.

(e) Where, at the expiration or other termination of an underlying lease or other rental agreement, housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons occupying under a rental agreement with the tenant, the landlord may rent the entire premises for use by similar occupancy for a rent not in excess of the aggregate maximum rents of the separate dwelling units, or may rent the separate dwelling units for rents not in excess of the maximum rents applicable to such units.

Where housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons occupying under a rental agreement with the tenant, the tenant may petition the Administrator for leave to exercise any right he would have except for this Maximum Rent Regulation No. 12 to sell his underlying lease or other rental agreement. The Administrator may grant such petition if he finds that the sale will not result, and that sales of such character would not be likely to result, in the circumvention or evasion of the Act or this Maximum Rent Regulation No. 12. He may require that the sale be made on such terms as he deems necessary to prevent such circumvention or evasion.

§ 1388.566 *Restrictions on removal of tenant.* (a) So long as the tenant continues to pay the rent to which the landlord is entitled, no tenant shall be removed from any housing accommodations, by action to evict or to recover possession, by exclusion from possession, or otherwise, nor shall any person attempt such removal or exclusion from possession, notwithstanding that such tenant has no lease or that his lease or other rental agreement has expired or otherwise terminated, unless:

(1) The tenant, who had a written lease or other written rental agreement, has refused upon demand of the landlord to execute a written extension or renewal thereof for a further term of like duration but not in excess of one year but otherwise on the same terms and conditions as the previous lease or agreement except insofar as such terms and conditions are inconsistent with this Maximum Rent Regulation No. 12; or

(2) The tenant has unreasonably refused the landlord access to the housing accommodations for the purpose of inspection or of showing the accommodations to a prospective purchaser, mortgagee or prospective mortgagee, or other person having a legitimate interest therein: *Provided, however,* That such refusal shall not be ground for removal or eviction if such inspection or showing of the accommodations is contrary to the provisions of the tenant's lease or other rental agreement; or

(3) The tenant (i) has violated a substantial obligation of his tenancy, other than an obligation to pay rent, and has continued, or failed to cure, such violation after written notice by the landlord that the violation cease, or (ii) is committing or permitting a nuisance or is using or permitting a use of the housing accommodations for an immoral or illegal purpose; or

(4) The tenant's lease or other rental agreement has expired or otherwise terminated, and at the time of termination the housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons who occupied under a rental agreement with the tenant; or

(5) The landlord seeks in good faith to recover possession for the immediate purpose of demolishing the housing accommodations or of substantially altering or remodeling it in a manner which cannot practicably be done with the tenant in occupancy and the plans for such alteration or remodeling have been approved by the proper authorities, if such approval is required by local law; or

(6) The landlord seeks in good faith to recover possession of the housing accommodations for immediate use and occupancy as a dwelling by himself, his family or dependents; or he has in good faith contracted in writing to sell the accommodations for immediate use and occupancy by a purchaser, who in good faith has represented in writing that he will use the accommodations as a dwelling for himself, his family or dependents; or the landlord seeks in good faith not to offer the housing accommodations for rent. If a tenant has been removed or evicted under this paragraph (a) (6) from housing accommodations, such accommodations shall not be rented for a period of six months after such removal or eviction without permission of the Administrator. The landlord may petition the Administrator for permission to rent the accommodations during such six month period, and the Administrator shall grant such permission if he finds that the action was in good faith and not for the purpose of evading any provision of the Act or this Maximum Rent Regulation No. 12.

(b) No tenant shall be removed or evicted on grounds other than those stated above unless, on petition of the landlord, the Administrator certifies that the landlord may pursue his remedies in accordance with the requirements of the local law. The Administrator shall so certify if the landlord establishes that removals or evictions of the character proposed are not inconsistent with the purposes of the Act or this Maximum Rent Regulation No. 12 and would not be likely to result in the circumvention or evasion thereof.

(c) Where a tenant is removed or evicted under the provisions of paragraph (a) (4) of this section, or where the tenant's interest in the housing accommodations has terminated because the landlord has sought a higher rent as authorized by § 1388.565 (e), and at the time of such removal, eviction or termination the housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons who occupied under a rental agreement with the tenant, such subtenants or other occupants shall be deemed to become the tenants of the landlord on the same terms and conditions, consistent with this Maximum Rent Regulation No. 12 as they would have held from the tenant if his tenancy had continued and their maximum rents shall remain unchanged: *Provided, however,* That this subsection shall not prevent the removal or eviction of a subtenant or other such occupant where the tenant rented to such person in violation of the obligations of his tenancy. Persons who continue in occupancy under this subsection may be removed or evicted as provided in this section.

(d) At the time of commencing any action to remove or evict a tenant (except an action based on non-payment of a rent not in excess of the maximum rent) the landlord shall give written notice thereof to the Area Rent Office stating the title and number of the case, the court in which it is filed, the name and address of the tenant and the grounds on which eviction is sought.

(e) No provision of this section shall be construed to authorize the removal of a tenant unless such removal is authorized under the local law.

§ 1388.567 *Registration.* On or before July 1, 1942, or within 30 days after the property is first rented, whichever date is the later, every landlord of housing accommodations rented or offered for rent shall file in triplicate a written statement on the form provided therefor to be known as a registration statement. The statement shall identfy each dwelling unit and specify the maximum rent provided by this Maximum Rent Regulation No. 12 for such dwelling unit and shall contain such other information as

the Administrator shall require. The original shall remain on file with the Administrator and he shall cause one copy to be delivered to the tenant and one copy, stamped to indicate that it is a correct copy of the original, to be returned to the landlord. In any subsequent change of tenancy the landlord shall exhibit to the new tenant his stamped copy of the registration statement, and shall obtain the tenant's signature and the date thereof on the back of such statement. Within five days after renting to a new tenant, the landlord shall file a notice on the form provided therefor, on which he shall obtain the tenant's signature, stating that there has been a change in tenancy, that the stamped copy of the registration statement has been exhibited to the new tenant and that the rent for such accommodations is in conformity therewith.

No payment of rent need be made unless the landlord tenders a receipt for the amount to be paid.

When the maximum rent is changed by order of the Administrator the landlord shall deliver his stamped copy of the registration statement to the Area Rent Office for appropriate action reflecting such change.

§ 1388.568 *Inspection.* Any tenant or any person who rents or offers for rent or acts as a broker or agent for the rental of housing accommodations shall permit such inspection of the accommodations by the Administrator as he may, from time to time, require.

§ 1388.569 *Evasion.* The maximum rents and other requirements provided in this Maximum Rent Regulation No. 12 shall not be evaded, either directly or indirectly, in connection with the renting or leasing or the transfer of a lease of housing accommodations, by way of absolute or conditional sale, sale with purchase money or other form of mortgage, or sale with option to repurchase, or by modification of the practices relating to payment of commissions or other charges, or by modification of the services furnished with housing accommodations, or otherwise.

§ 1388.570 *Enforcement.* Persons violating any provision of this Maximum Rent Regulation No. 12 are subject to criminal penalties, civil enforcement actions and suits for treble damages as provided for by the Act.

§ 1388.571 *Procedure.* All registration statements, reports and notices provided for by this Maximum Rent Regulation No. 12 shall be filed with the Area Rent Office. All landlord's petitions and tenant's applications shall be filed with such office in accordance with Procedural Regulation No. 3 (§§ 1300.201 to 1300.247, inclusive).

§ 1388.772 *Petitions for amendment.* Persons seeking any amendment of general applicability to any provision of this Maximum Rent Regulation No. 12 may file petitions therefor in accordance with Procedural Regulation No. 3 (§§ 1300.201 to 1300.247, inclusive).

§ 1388.573 *Definitions.* (a) When used in this Maximum Rent Regulation No. 12:

(1) The term "Act" means the Emergency Price Control Act of 1942.

(2) The term "Administrator" means the Price Administrator of the Office of Price Administration, or the Rent Director or such other person or persons as the Administrator may appoint or designate to carry out any of the duties delegated to him by the Act.

(3) The term "Rent Director" means the person designated by the Administrator as director of the Schenectady Defense-Rental Area or such person or persons as may be designated to carry out any of the duties delegated to the Rent Director by the Administrator.

(4) The term "Area Rent Office" means the office of the Rent Director in the Schenectady Defense-Rental Area.

(5) The term "person" includes an individual, corporation, partnership, association, or any other organized group of persons, or legal successor or representative of any of the foregoing, and includes the United States or any agency thereof, or any other government, or any of its political subdivisions, or any agency of any of the foregoing.

(6) The term "housing accommodations" means any building, structure, or part thereof, or land appurtenant thereto, or any other real or personal property rented or offered for rent for living or dwelling purposes, together with all privileges, services, furnishings, furniture, equipment facilities and improvements connected with the use or occupancy of such property.

(7) The term "services" includes repairs, decorating and maintenance, the furnishing of light, heat, hot and cold water, telephone, elevator service, window shades, and storage, kitchen, bath, and laundry facilities and privileges, maid service, linen service, janitor service, the removal of refuse and any other privilege or facility connected with the use or occupancy of housing accommodations.

(8) The term "landlord" includes an owner, lessor, sublessor, assignee or other person receiving or entitled to receive rent for the use or occupancy of any housing accommodations, or an agent of any of the foregoing.

(9) The term "tenant" includes a subtenant, lessee, sublessee, or other person entitled to the possession or to the use or occupancy of any housing accommodations.

(10) The term "rent" means the consideration, including any bonus, benefit, or gratuity, demanded or received for the use or occupancy of housing accommodations or for the transfer of a lease of such accommodations.

(11) The term "hotel" means any establishment generally recognized as such in its community, containing more than 50 rooms and used predominantly for transient occupancy.

(12) The term "rooming house" means, in addition to its customary usage, a building or portion of a building other than a hotel in which a furnished room or rooms not constituting an apartment are rented on a short time basis of daily, weekly or monthly occupancy to more than two paying tenants not members of the landlord's immediate family. The term includes boarding houses, dormitories, auto camps, trailers, residence clubs, tourist homes or cabins, and all other establishments of a similar nature.

(b) Unless the context otherwise requires, the definitions set forth in section 302 of the Emergency Price Control Act of 1942 shall apply to other terms used in this Maximum Rent Regulation No. 12.

§ 1388.574 *Effective date of the regulation.* This Maximum Rent Regulation No. 12 (§§ 1388.561 to 1388.574, inclusive), shall become effective June 1, 1942.

Issued this 27th day of May 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-4934; Filed, May 27, 1942; 3:48 p. m.]

PART 1388—DEFENSE-RENTAL AREAS

[Maximum Rent Regulation No. 13]

HOUSING ACCOMMODATIONS OTHER THAN HOTELS AND ROOMING HOUSES IN THE WILMINGTON, NORTH CAROLINA DEFENSE-RENTAL AREA

In the judgment of the Administrator, rents for housing accommodations within the Wilmington, North Carolina, Defense-Rental Area, as designated in the Designation and Rent Declaration issued by the Administrator on March 2, 1942 (§§ 1388.601 to 1388.605, inclusive), have not been reduced and stabilized by State or local regulation, or otherwise, in accordance with the recommendations set forth in said Designation and Rent Declaration.

The Administrator has ascertained and given due consideration to the rents prevailing for housing accommodations within the Wilmington, North Carolina Defense-Rental Area on or about April 1, 1941. It is his judgment that defense activities had not resulted in increases in rents for such housing accommodations inconsistent with the purposes of the Emergency Price Control Act of 1942 prior to April 1, 1941, but did result in such increases commencing on or about that date. The Administrator has made adjustments for such relevant factors as he has determined and deemed to be of general applicability in respect of such housing accommodations, including increases or decreases in property taxes and other costs.

In the judgment of the Administrator the maximum rents established by this Maximum Rent Regulation No. 13 for housing accommodations within the Wilmington, North Carolina Defense-Rental Area will be generally fair and equitable and will effectuate the purposes of the Emergency Price Control Act of 1942.

Therefore, under the authority vested in the Administrator by the Act, this Maximum Rent Regulation No. 13 is hereby issued.

AUTHORITY: §§ 1388.611 to 1388.624, inclusive, issued under Pub. Law 421, 77th Cong.

§ 1388.611 *Scope of regulation.* (a) This Maximum Rent Regulation No. 13 establishes the maximum rents which may be demanded or received for use or occupancy on and after June 1, 1942, of

all housing accommodations within the Wilmington, North Carolina Defense-Rental Area, as designated in the Designation and Rent Declaration issued by the Administrator on March 2, 1942 (§§ 1388.601 to 1388.605, inclusive), except as provided in paragraph (b) of this section.

(b) This Maximum Rent Regulation No. 13 does not apply to the following:

(1) Housing accommodations situated on a farm and occupied by a tenant who is engaged for a substantial portion of his time in farming operations thereon;

(2) Dwelling space occupied by domestic servants, caretakers, managers, or other employees to whom the space is provided as part of their compensation and who are employed for the purpose of rendering services in connection with the premises of which the dwelling space is a part;

(3) Housing accommodations within hotels or rooming houses: *Provided*, That this Maximum Rent Regulation No. 13 does apply to premises or structures though used as hotels or rooming houses.

(c) The provisions of any lease or other rental agreement shall remain in force pursuant to the terms thereof, except insofar as those provisions are inconsistent with this Maximum Rent Regulation No. 13.

(d) An agreement by the tenant to waive the benefit of any provision of this Maximum Rent Regulation No. 13 is void. A tenant shall not be entitled by reason of this Maximum Rent Regulation No. 13 to refuse to pay or to recover any portion of any rents due or paid for use or occupancy prior to June 1, 1942.

§ 1388.612 *Prohibition against higher than maximum rents.* Regardless of any contract, agreement, lease or other obligation heretofore or hereafter entered into, no person shall demand or receive any rent for use or occupancy on and after June 1, 1942, of any housing accommodations within the Defense-Rental Area higher than the maximum rents provided by this Maximum Rent Regulation No. 13; and no person shall offer, solicit, attempt, or agree to do any of the foregoing. Lower rents than those provided by this Maximum Rent Regulation No. 13 may be demanded or received.

§ 1388.613 *Minimum services.* The maximum rents provided by this Maximum Rent Regulation No. 13 are for housing accommodations including, as a minimum, services of the same type, quantity, and quality as those provided on the date determining the maximum rent. If, on June 1, 1942, the services provided for housing accommodations are less than such minimum services, the landlord shall either restore and maintain the minimum services or, before July 1, 1942, file a petition pursuant to § 1388.-615 (b) for approval of the decreased services. In all other cases the landlord shall provide the minimum services unless and until an order is entered pursuant to § 1388.615 (b) approving a decrease of such services.

§ 1388.614 *Maximum rents.* Maximum rents (unless and until changed by the Administrator as provided in Section 1388.615) shall be:

(a) For housing accommodations rented on April 1, 1941, the rent for such accommodations on that date.

(b) For housing accommodations not rented on April 1, 1941, but rented at any time during the two months ending on that date, the last rent for such accommodations during that two month period.

(c) For housing accommodations not rented on April 1, 1941, nor during the two months ending on that date, but rented prior to June 1, 1942, the first rent for such accommodations after April 1, 1941. On or before July 1, 1942 every landlord of housing accommodations under this subsection shall file a report on the form provided for each of such accommodations stating the maximum rent and such other information as may be required. The Administrator may order a decrease in the maximum rent as provided in § 1388.615 (c).

(d) For (1) newly constructed housing accommodations without priority rating first rented after April 1, 1941 and before June 1, 1942, or (2) housing accommodations changed between those dates so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations changed between those dates from unfurnished to fully furnished, or from fully furnished to unfurnished, or (4) housing accommodations substantially changed between those dates by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, the first rent for such accommodations after completion or change: *Provided, however*, That, where such first rent was fixed by a lease which was in force at the time of a major capital improvement, the maximum rent shall be the first rent after termination of such lease. On or before July 1, 1942, every landlord of housing accommodations under this subsection shall file a report on the form provided for each of such accommodations stating the maximum rent and such other information as may be required. The Administrator may order a decrease in the maximum rent as provided in § 1388.615 (c).

(e) For (1) newly constructed housing accommodations without priority rating first rented on or after June 1, 1942, or (2) housing accommodations changed on or after that date so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations not rented at any time between February 1, 1941 and June 1, 1942, the rent fixed by the Administrator. The landlord shall, prior to renting and in time to allow 15 days for action thereon, file a petition requesting the Administrator to enter an order fixing the maximum rent therefor. Such order shall be entered on the basis of the rent which the Administrator finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941. In cases involving construction due consideration shall be given to increased costs of construction, if any, since April 1, 1941.

If no order is entered on such petition within 15 days after filing, the landlord may rent such accommodations and the first rent therefor shall be the maximum rent. Within 5 days after so renting, the landlord shall report the maximum rent. The Administrator may order a decrease in such maximum rent as provided in § 1388.615 (c).

(f) For housing accommodations constructed with priority rating from the United States or any agency thereof for which the rent has been heretofore or is hereafter approved by the United States or any agency thereof, the rent so approved but in no event more than the first rent for such accommodations.

(g) For housing accommodations owned by the United States or any agency thereof, or any corporation owned thereby, or by the State of North Carolina or any of its political subdivisions or any agency of any of the foregoing, the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941, as determined by the owner of such accommodations. The Administrator may order a decrease in the maximum rent as provided in § 1388.615 (c).

§ 1388.615 *Adjustments and other determinations.* In the circumstances enumerated in this section, the Administrator may issue an order changing the maximum rents otherwise allowable or the minimum services required. In those cases involving a major capital improvement, an increase or decrease in the furniture, furnishings or equipment, an increase or decrease of services, or a deterioration, the adjustment in the maximum rent shall be the amount the Administrator finds would have been on April 1, 1941 the difference in the rental value of the housing accommodations by reason of such change. In all other cases, except those under paragraphs (a) (7) and (c) (6) of this section, the adjustment shall be on the basis of the rent which the Administrator finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941. In cases involving construction due consideration shall be given to increased costs of construction, if any, since April 1, 1941. In cases under paragraphs (a) (7) and (c) (6) of this section the adjustment shall be on the basis of the rents which the Administrator finds were generally prevailing in the Defense-Rental Area for comparable housing accommodations during the year ending on April 1, 1941.

(a) Any landlord may file a petition for adjustment to increase the maximum rent otherwise allowable, only on the grounds that:

(1) There has been on or after June 1, 1942 a substantial change in the housing accommodations by a major capital improvement as distinguished from ordinary repair, replacement and maintenance.

(2) There was, prior to April 1, 1941 and within the six months ending on that date, a substantial change in the housing accommodations by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, and the rent on April 1, 1941 was fixed by a lease which was in force at the time of such change.

(3) There has been a substantial increase in the services, furniture, furnishings or equipment provided with the housing accommodations since the date or order determining its maximum rent.

(4) The rent on the date determining the maximum rent was materially affected by the blood, personal or other special relationship between the landlord and the tenant and as a result was substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941.

(5) There was in force on April 1, 1941, a written lease, which had been in force for more than one year on that date, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941: *Provided,* That no increase shall be granted while the lease remains in force.

(6) The rent on the date determining the maximum rent was established by a written lease which provided for a substantially higher rent at other periods during the term of such lease: *Provided,* That no increase shall be granted in excess of the rent provided by said lease while it remains in force.

(7) The rent on the date determining the maximum rent was substantially lower than at other times of year by reason of seasonal demand for such housing accommodations. In such cases the Administrator's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(b) If, on June 1, 1942, the services provided for housing accommodations are less than those provided on the date determining the maximum rent, the landlord shall either restore the services to those provided on the date determining the maximum rent and maintain such services or, before July 1, 1942, file a petition requesting approval of the decreased services. Except as above provided, the landlord shall maintain the minimum services unless and until he has filed a petition to decrease services and an order permitting a decrease has been entered thereon; however, if it is impossible to provide the minimum services, he shall file a petition within five days after the change of services occurs. The order on any petition under this subsection may require an appropriate adjustment in the maximum rent.

(c) The Administrator at any time, on his own initiative or on application of the tenant, may order a decrease of the maximum rent otherwise allowable, only on the grounds that:

(1) The maximum rent for housing accommodations under paragraphs (c), (d), or (g) of § 1388.614 is higher than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941; or the maximum rent for housing accommodations under paragraph (e) of § 1388.614 for which the rent was not fixed by the Administrator is higher than such generally prevailing rent.

(2) There has been a substantial deterioration of the housing accommodations other than ordinary wear and tear since the date or order determining its maximum rent.

(3) There has been a substantial decrease in the services, furniture, furnishings or equipment provided with the housing accommodations since the date or order determining its maximum rent.

(4) The rent on the date determining the maximum rent was materially affected by the blood, personal or other special relationship between the landlord and the tenant and as a result was substantially higher than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941.

(5) The rent on the date determining the maximum rent was established by a written lease which provided for a substantially lower rent at other periods during the term of such lease.

(6) The rent on the date determining the maximum rent was substantially higher than at other times of year by reason of seasonal demand for such housing accommodations. In such cases the Administrator's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(d) If the rent on the date determining the maximum rent, or any other fact necessary to the determination of the maximum rent, is in dispute between the landlord and the tenant, or is in doubt, or is not known, the Administrator on petition of the landlord filed prior to July 1, 1942, or at any time on his own initiative, may enter an order fixing the maximum rent by determining such fact; or if the Administrator is unable to ascertain such fact he shall enter the order on the basis of the rent which he finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941.

(e) Where, at the expiration or other termination of an underlying lease or other rental agreement, housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons occupying under a rental agreement with the tenant, the landlord may rent the entire premises for use by similar occupancy for a rent not in excess of the aggregate maximum rents of the separate dwelling units, or may rent the separate dwelling units for rents not in excess of the maximum rents applicable to such units.

Where housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons occupying under a rental agreement with the tenant, the tenant may petition the Administrator for leave to exercise any right he would have except for this Regulation to sell his underlying lease or other rental agreement. The Administrator may grant such petition if he finds that the sale will not result, and that sales of such character would not be likely to result, in the circumvention or evasion of the Act or this Maximum Rent Regulation No. 13. He may require that the sale be made on such terms as he deems necessary to prevent such circumvention or evasion.

§ 1388.616 *Restrictions on removal of tenant.* (a) So long as the tenant continues to pay the rent to which the landlord is entitled, no tenant shall be moved from any housing accommodations, by action to evict or to recover possession, by exclusion from possession, or otherwise, nor shall any person attempt such removal or exclusion from possession, notwithstanding that such tenant has no lease or that his lease or other rental agreement has expired or otherwise terminated, unless:

(1) The tenant, who had a written lease or other written rental agreement, has refused upon demand of the landlord to execute a written extension or renewal thereof for a further term of like duration but not in excess of one year but otherwise on the same terms and conditions as the previous lease or agreement except insofar as such terms and conditions are inconsistent with this Maximum Rent Regulation No. 13; or

(2) The tenant has unreasonably refused the landlord access to the housing accommodations for the purpose of inspection or of showing the accommodations to a prospective purchaser, mortgagee or prospective mortgagee, or other person having a legitimate interest therein: *Provided, however,* That such refusal shall not be ground for removal or eviction if such inspection or showing of the accommodations is contrary to the provisions of the tenant's lease or other rental agreement; or

(3) The tenant (i) has violated a substantial obligation of his tenancy, other than an obligation to pay rent, and has continued, or failed to cure, such violation after written notice by the landlord that the violation cease, or (ii) is committing or permitting a nuisance or is using or permitting a use of the housing accommodations for an immoral or illegal purpose; or

(4) The tenant's lease or other rental agreement has expired or otherwise terminated, and at the time of termination the housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons who occupied under a rental agreement with the tenant; or

(5) The landlord seeks in good faith to recover possession for the immediate purpose of demolishing the housing accommodations or of substantially altering or remodeling it in a manner which cannot practicably be done with the tenant in occupancy and the plans for such alteration or remodeling have been approved by the proper authorities, if such approval is required by local law; or

(6) The landlord seeks in good faith to recover possession of the housing ac-

commodations for immediate use and occupancy as a dwelling by himself, his family or dependents; or he has in good faith contracted in writing to sell the accommodations for immediate use and occupancy by a purchaser, who in good faith has represented in writing that he will use the accommodations as a dwelling for himself, his family or dependents; or the landlord seeks in good faith not to offer the housing accommodations for rent. If a tenant has been removed or evicted under this paragraph (a) (6) from housing accommodations, such accommodations shall not be rented for a period of six months after such removal or eviction without permission of the Administrator. The landlord may petition the Administrator for permission to rent the accommodations during such six month period, and the Administrator shall grant such permission if he finds that the action was in good faith and not for the purpose of evading any provision of the Act or this Maximum Rent Regulation No. 13.

(b) No tenant shall be removed or evicted on grounds other than those stated above unless, on petition of the landlord, the Administrator certifies that the landlord may pursue his remedies in accordance with the requirements of the local law. The Administrator shall so certify if the landlord establishes that removals or evictions of the character proposed are not inconsistent with the purposes of the Act or this Regulation and would not be likely to result in the circumvention or evasion thereof.

(c) Where a tenant is removed or evicted under the provisions of paragraph (a) (4) of this section, or where the tenant's interest in the housing accommodations has terminated because the landlord has sought a higher rent as authorized by § 1388.615 (e), and at the time of such removal, eviction or termination the housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons who occupied under a rental agreement with the tenant, such subtenants or other occupants shall be deemed to become the tenants of the landlord on the same terms and conditions, consistent with this Regulation, as they would have held from the tenant if his tenancy had continued and their maximum rents shall remain unchanged; *Provided, however*, That this paragraph shall not prevent the removal or eviction of a subtenant or other such occupant where the tenant rented to such person in violation of the obligations of his tenancy. Persons who continue in occupancy under this paragraph may be removed or evicted as provided in this section.

(d) At the time of commencing any action to remove or evict a tenant (except an action based on non-payment of a rent not in excess of the maximum rent) the landlord shall give written notice thereof to the Area Rent Office stating the title and number of the case, the court in which it is filed, the name and address of the tenant and the grounds on which eviction is sought.

(e) No provision of this section shall be construed to authorize the removal of a tenant unless such removal is authorized under the local law.

§ 1388.617 *Registration.* On or before July 1, 1942, or within 30 days after the property is first rented, whichever date is the later, every landlord of housing accommodations rented or offered for rent shall file in triplicate a written statement on the form provided therefor to be known as a registration statement. The statement shall identify each dwelling unit and specify the maximum rent provided by this Regulation for such dwelling unit and shall contain such other information as the Administrator shall require. The original shall remain on file with the Administrator and he shall cause one copy to be delivered to the tenant and one copy, stamped to indicate that it is a correct copy of the original, to be returned to the landlord. In any subsequent change of tenancy the landlord shall exhibit to the new tenant his stamped copy of the registration statement, and shall obtain the tenant's signature and the date thereof on the back of such statement. Within five days after renting to a new tenant, the landlord shall file a notice on the form provided therefor, on which he shall obtain the tenant's signature, stating that there has been a change of tenancy, that the stamped copy of the registration statement has been exhibited to the new tenant and that the rent for such accommodations is in conformity therewith.

No payment of rent need be made unless the landlord tenders a receipt for the amount to be paid.

When the maximum rent is changed by order of the Administrator the landlord shall deliver his stamped copy of the registration statement to the Area Rent Office for appropriate action reflecting such change.

§ 1388.618 *Inspection.* Any tenant or any person who rents or offers for rent or acts as a broker or agent for the rental of housing accommodations shall permit such inspection of the accommodations by the Administrator as he may, from time to time, require.

§ 1388.619 *Evasion.* The maximum rents and other requirements provided in this Maximum Rent Regulation No. 13 shall not be evaded, either directly or indirectly, in connection with the renting or leasing or the transfer of a lease of housing accommodations, by way of absolute or conditional sale, sale with purchase of money or other form of mortgage, or sale with option to repurchase, or by modification of the practices relating to payment of commissions or other charges, or by modification of the services furnished with housing accommodations, or otherwise.

§ 1388.620 *Enforcement.* Persons violating any provision of this Maximum Rent Regulation No. 13 are subject to criminal penalties, civil enforcement actions and suits for treble damages as provided for by the Act.

§ 1388.621 *Procedure.* All registration statements, reports and notices provided for by this Maximum Rent Regulation No. 13 shall be filed with the Area Rent Office. All landlord's petitions and tenant's applications shall be filed with such office in accordance with Procedural Regulation No. 3 (§§ 1300.201 to 1300.247, inclusive).

§ 1388.622 *Petitions for amendment.* Persons seeking any amendment of general applicability to any provision of this Maximum Rent Regulation No. 13 may file petitions therefor in accordance with Procedural Regulation No. 3 (§§ 1300.201 to 1300.247, inclusive).

§ 1388.623 *Definitions.* (a) When used in this Maximum Rent Regulation No. 13:

(1) The term "Act" means the Emergency Price Control Act of 1942.

(2) The term "Administrator" means the Price Administrator of the Office of Price Administration, or the Rent Director or such other person or persons as the Administrator may appoint or designate to carry out any of the duties delegated to him by the Act.

(3) The term "Rent Director" means the person designated by the Administrator as director of the Wilmington, North Carolina Defense-Rental Area or such person or persons as may be designated to carry out any of the duties delegated to the Rent Director by the Administrator.

(4) The term "Area Rent Office" means the office of the Rent Director in the Wilmington, North Carolina Defense-Rental Area.

(5) The term "person" includes an individual, corporation, partnership, association, or any other organized group of persons, or legal successor or representative of any of the foregoing, and includes the United States or any agency thereof, or any other government, or any of its political subdivisions, or any agency of any of the foregoing.

(6) The term "housing accommodations" means any building, structure, or part thereof, or land appurtenant thereto, or any other real or personal property rented or offered for rent for living or dwelling purposes, together with all privileges, services, furnishings, furniture, equipment, facilities and improvements connected with the use or occupancy of such property.

(7) The term "services" includes repairs, decorating and maintenance, the furnishing of light, heat, hot and cold water, telephone, elevator service, window shades, and storage, kitchen, bath, and laundry facilities and privileges, maid service, linen service, janitor service, the removal of refuse and any other privilege or facility connected with the use or occupancy of housing accommodations.

(8) The term "landlord" includes an owner, lessor, sublessor, assignee or other person receiving or entitled to receive rent for the use or occupancy of any housing accommodations, or an agent of any of the foregoing.

(9) The term "tenant" includes a subtenant, lessee, sublessee, or other person entitled to the possession or to the use or occupancy of any housing accommodations.

(10) The term "rent" means the consideration, including any bonus, benefit, or gratuity, demanded or received for the use or occupancy of housing accommodations or for the transfer of a lease of such accommodations.

(11) The term "hotel" means any establishment generally recognized as such in its community, containing more than 50 rooms and used predominantly for transient occupancy.

(12) The term "rooming house" means, in addition to its customary usage, a building or portion of a building other than a hotel in which a furnished room or rooms not constituting an apartment are rented on a short time basis of daily, weekly or monthly occupancy to more than two paying tenants not members of the landlord's immediate family. The term includes boarding houses, dormitories, auto camps, trailers, residence clubs, tourist homes or cabins, and all other establishments of a similar nature.

(b) Unless the context otherwise requires, the definitions set forth in section 302 of the Emergency Price Control Act of 1942 shall apply to other terms used in this Maximum Rent Regulation No. 13.

§ 1388.624 *Effective date of the regulation.* This Maximum Rent Regulation No. 13 (§§ 1388.611 to 1388.624, inclusive) shall become effective June 1, 1942.

Issued this 27th day of May 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-4935; Filed, May 27, 1942; 3:49 p. m.]

PART 1388—DEFENSE-RENTAL AREAS

[Maximum Rent Regulation No. 14]

HOUSING ACCOMMODATIONS OTHER THAN HOTELS AND ROOMING HOUSES IN A PORTION OF THE AKRON DEFENSE-RENTAL AREA

In the judgment of the Administrator, rents for housing accommodations within that portion of the Akron Defense-Rental Area designated in the Designation and Rent Declaration (§§ 1388.651 to 1388.655, inclusive) issued by the Administrator on March 2, 1942 (consisting of the County of Summit in its entirety; and the Township of Wadsworth in the County of Medina, all in the State of Ohio), have not been reduced and stabilized by State or local regulation, or otherwise, in accordance with the recommendations set forth in said Designation and Rent Declaration.

The Administrator has ascertained and given due consideration to the rents prevailing for housing accommodations within the said portion of the Akron Defense-Rental Area on or about April 1, 1941. It is his judgment that defense activities had not resulted in increases in rents for such housing accommodations inconsistent with the purposes of the Emergency Price Control Act of 1942 prior to April 1, 1941, but did result in such increases commencing on or about that date. The Administrator has made adjustments for such relevant factors as he has determined and deemed to be of general applicability in respect of such housing accommodations, including increases or decreases in property taxes and other costs.

In the judgment of the Administrator the maximum rents established by this Maximum Rent Regulation No. 14 for housing accommodations within the said portion of the Akron Defense-Rental Area will be generally fair and equitable and will effectuate the purposes of the Emergency Price Control Act of 1942.

Therefore, under the authority vested in the Administrator by the Act, this Maximum Rent Regulation No. 14 is hereby issued.

AUTHORITY: §§ 1388.661 to 1388.674, inclusive, issued under Pub. Law 421, 77th Cong.

§ 1388.661 *Scope of regulation.* (a) This Maximum Rent Regulation No. 14 establishes the maximum rents which may be demanded or received for use or occupancy on and after June 1, 1942, of all housing accommodations within that portion of the Akron Defense-Rental Area designated in the Designation and Rent Declaration (§§ 1388.651 to 1388.655, inclusive) issued by the Administrator on March 2, 1942 (consisting of the County of Summit; and the Township of Wadsworth in the County of Medina, all in the State of Ohio—hereinafter referred to in this Maximum Rent Regulation No. 14 as the "Defense-Rental Area"), except as provided in paragraph (b) of this section.

(b) This Maximum Rent Regulation No. 14 does not apply to the following:

(1) Housing accommodations situated on a farm and occupied by a tenant who is engaged for a substantial portion of his time in farming operations thereon;

(2) Dwelling space occupied by domestic servants, caretakers, managers, or other employees to whom the space is provided as part of their compensation and who are employed for the purpose of rendering services in connection with the premises of which the dwelling space is a part;

(3) Housing accommodations within hotels or rooming houses: *Provided, That* this Maximum Rent Regulation No. 14 does apply to premises or structures though used as hotels or rooming houses.

(c) The provisions of any lease or other rental agreement shall remain in force pursuant to the terms thereof, except insofar as those provisions are inconsistent with this Maximum Rent Regulation No. 14.

(d) An agreement by the tenant to waive the benefit of any provision of this Maximum Rent Regulation No. 14 is void. A tenant shall not be entitled by reason of this Maximum Rent Regulation No. 14 to refuse to pay or to recover any portion of any rents due or paid for use or occupancy prior to June 1, 1942.

§ 1388.662 *Prohibition against higher than maximum rents.* Regardless of any contract, agreement, lease or other obligation heretofore or hereafter entered into, no person shall demand or receive any rent for use or occupancy on and after June 1, 1942, of any housing accommodations within the Defense-Rental Area higher than the maximum rents provided by this Maximum Rent Regulation No. 14; and no person shall offer, solicit, attempt, or agree to do any of the foregoing. Lower rents than those provided by this Maximum Rent Regulation No. 14 may be demanded or received.

§ 1388.663 *Minimum services.* The maximum rents provided by this Regulation are for housing accommodations including, as a minmum, services of the same type, quantity, and quality as those provided on the date determining the maximum rent. If, on June 1, 1942, the services provided for housing accommodations are less than such minimum services, the landlord shall either restore and maintain the minimum services or, before July 1, 1942, file a petition pursuant to § 1388.665 (b) for approval of the decreased services. In all other cases the landlord shall provide the minimum services unless and until an order is entered pursuant to § 1388.665 (b) approving a decrease of such services.

§ 1388.664 *Maximum rents.* Maximum rents (unless and until changed by the Administrator as provided in § 1388.665) shall be:

(a) For housing accommodations rented on April 1, 1941, the rent for such accommodations on that date.

(b) For housing accommodations not rented on April 1, 1941, but rented at any time during the two months ending on that date, the last rent for such accommodations during that two month period.

(c) For housing accommodations not rented on April 1, 1941, nor during the two months ending on that date, but rented prior to June 1, 1942, the first rent for such accommodations after April 1, 1941. On or before July 1, 1942, every landlord of housing accommodations under this paragraph shall file a report on the form provided for each of such accommodations stating the maximum rent and such other information as may be required. The Administrator may order a decrease in the maximum rent as provided in § 1388.665 (c).

(d) For (1) newly constructed housing accommodations without priority rating first rented after April 1, 1941, and before June 1, 1942, or (2) housing accommodations changed between those dates so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations changed between those dates from unfurnished to fully furnished, or from fully furnished to unfurnished, or (4) housing accommodations substantially changed between those dates by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, the first rent for such accommodations after such construction or change: *Provided, however,* That, where such first rent was fixed by a lease which was in force at the time of a major capital improvement, the maximum rent shall be the first rent after termination of such lease. On or before July 1, 1942,

every landlord of housing accommodations under this subsection shall file a report on the form provided for each of such accommodations stating the maximum rent and such other information as may be required. The Administrator may order a decrease in the maximum rent as provided in § 1388.665 (c).

(e) For (1) newly constructed housing accommodations without priority rating first rented on or after June 1, 1942, or (2) housing accommodations changed on or after that date so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations not rented at any time between February 1, 1941, and June 1, 1942, the rent fixed by the Administrator. The landlord shall, prior to renting and in time to allow 15 days for action thereon, file a petition requesting the Administrator to enter an order fixing the maximum rent therefor. Such order shall be entered on the basis of the rent which the Administrator finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941. In cases involving construction due consideration shall be given to increased costs of construction, if any, since April 1, 1941.

If no order is entered on such petition within 15 days after filing, the landlord may rent such accommodations and the first rent therefor shall be the maximum rent. Within 5 days after so renting, the landlord shall report the maximum rent. The Administrator may order a decrease in such maximum rent as provided in § 1388.665 (c).

(f) For housing accommodations constructed with priority rating from the United States or any agency thereof for which the rent has been heretofore or is hereafter approved by the United States or any agency thereof, the rent so approved but in no event more than the first rent for such accommodations.

(g) For housing accommodations owned by the United States or any agency thereof, or any corporation owned thereby, or by the State of Ohio or any of its political subdivisions or any agency of any of the foregoing, the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941, as determined by the owner of such accommodations. The Administrator may order a decrease in the maximum rent as provided in § 1388.665 (c).

§ 1388.665 *Adjustments and other determinations.* In the circumstances enumerated in this section, the Administrator may issue an order changing the maximum rents otherwise allowable or the minimum services required. In those cases involving a major capital improvement, an increase or decrease in the furniture, furnishings or equipment, an increase or decrease of services, or a deterioration, the adjustment in the maximum rent shall be the amount the Administrator finds would have been on April 1, 1941, the difference in the rental value of the housing accommodations by reason of such change. In all other cases, except those under paragraphs (a) (7) and (c) (6) of this section, the adjustment shall be on the basis of the rent which the Administrator finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941. In cases involving construction due consideration shall be given to increased costs of construction, if any, since April 1, 1941. In cases under paragraphs (a) (7) and (c) (6) of this section the adjustment shall be on the basis of the rents which the Administrator finds were generally prevailing in the Defense-Rental Area for comparable housing accommodations during the year ending on April 1, 1941.

(a) Any landlord may file a petition for adjustment to increase the maximum rent otherwise allowable, only on the grounds that:

(1) There has been on or after June 1, 1942, a substantial change in the housing accommodations by a major capital improvement as distinguished from ordinary repair, replacement and maintenance.

(2) There was, prior to April 1, 1941, and within the six months ending on that date, a substantial change in the housing accommodations by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, and the rent on April 1, 1941 was fixed by a lease which was in force at the time of such change.

(3) There has been a substantial increase in the services, furniture, furnishings or equipment provided with the housing accommodations since the date or order determining its maximum rent.

(4) The rent on the date determining the maximum rent was materially affected by the blood, personal or other special relationship between the landlord and the tenant and as a result was substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941.

(5) There was in force on April 1, 1941 a written lease, which had been in force for more than one year on that date, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941: *Provided,* That no increase shall be granted while the lease remains in force.

(6) The rent on the date determining the maximum rent was established by a written lease which provided for substantially higher rent at other periods during the term of such lease: *Provided,* That no increase shall be granted in excess of the rent provided by said lease while it remains in force.

(7) The rent on the date determining the maximum rent was substantially lower than at other times of year by reason of seasonal demand for such housing accommodations. In such cases the Administrator's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(b) If, on June 1, 1942, the services provided for housing accommodations are less than those provided on the date determining the maximum rent, the landlords shall either restore the services to those provided on the date determining the maximum rent and maintain such services or, before July 1, 1942, file a petition requesting approval of the decreased services. Except as above provided, the landlord shall maintain the minimum services unless and until he has filed a petition to decrease services and an order permitting a decrease has been entered thereon; however, if it is impossible to provide the minimum services, he shall file a petition within five days after the change of services occurs. The order on any petition under this paragraph may require an appropriate adjustment in the maximum rent.

(c) The Administrator at any time, on his own initiative or on application of the tenant, may order a decrease of the maximum rent otherwise allowable, only on the grounds that:

(1) The maximum rent for housing accommodations under paragraphs (c), (d), or (g) of § 1388.664 is higher than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941; or the maximum rent for housing accommodations under paragraph (e) of § 1388.664 for which the rent was not fixed by the Administrator is higher than such generally prevailing rent.

(2) There has been a substantial deterioration of the housing accommodations other than ordinary wear and tear since the date or order determining its maximum rent.

(3) There has been a substantial decrease in the services, furniture, furnishings or equipment provided with the housing accommodations since the date or order determining its maximum rent.

(4) The rent on the date determining the maximum rent was materially affected by the blood, personal or other special relationship between the landlord and the tenant and as a result was substantially higher than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941.

(5) The rent on the date determining the maximum rent was established by a written lease which provided for a substantially lower rent at other periods during the term of such lease.

(6) The rent on the date determining the maximum rent was substantially higher than at other times of year by reason of seasonal demand for such housing accommodations. In such cases the Administrator's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(d) If the rent on the date determining the maximum rent, or any other fact necessary to the determination of the maximum rent, is in dispute between the landlord and the tenant, or is in doubt, or is not known, the Administrator on petition of the landlord filed prior to July 1, 1942, or at any time on his own initiative, may enter an order fixing the maximum rent by determining such fact; or if the Administrator is unable to ascer-

tain such fact he shall enter the order on the basis of the rent which he finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941.

(e) Where, at the expiration or other termination of an underlying lease or other rental agreement, housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons occupying under a rental agreement with the tenant, the landlord may rent the entire premises for use by similar occupancy for a rent not in excess of the aggregate maximum rents of the separate dwelling units, or may rent the separate dwelling units for rents not in excess of the maximum rents applicable to such units.

Where housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons occupying under a rental agreement with the tenant, the tenant may petition the Administrator for leave to exercise any right he would have except for this Maximum Rent Regulation No. 14 to sell his underlying lease or other rental agreement. The Administrator may grant such petition if he finds that the sale will not result, and that sales of such character would not be likely to result, in the circumvention or evasion of the Act or this Maximum Rent Regulation No. 14. He may require that the sale be made on such terms as he deems necessary to prevent such circumvention or evasion.

§ 1388.666 *Restrictions on removal of tenant.* (a) So long as the tenant continues to pay the rent to which the landlord is entitled, no tenant shall be removed from any housing accommodations, by action to evict or to recover possession, by exclusion from possession, or otherwise, nor shall any person attempt such removal or exclusion from possession, notwithstanding that such tenant has no lease or that his lease or other rental agreement has expired or otherwise terminated, unless:

(1) The tenant, who had a written lease or other written rental agreement, has refused upon demand of the landlord to execute a written extension or renewal thereof for a further term of like duration but not in excess of one year but otherwise on the same terms and conditions as the previous lease or agreement except insofar as such terms and conditions are inconsistent with this Maximum Rent Regulation No. 14; or

(2) The tenant has unreasonably refused the landlord access to the housing accommodations for the purpose of inspection or of showing the accommodations to a prospective purchaser, mortgagee or prospective mortgagee, or other person having a legitimate interest therein: *Provided, however,* That such refusal shall not be ground for removal or eviction if such inspection or showing of the accommodations is contrary to the provisions of the tenant's lease or other rental agreement; or

(3) The tenant (i) has violated a substantial obligation of his tenancy, other than an obligation to pay rent, and has continued, or failed to cure, such violation after written notice by the landlord that the violation cease, or (ii) is committing or permitting a nuisance or is using or permitting a use of the housing accommodations for an immoral or illegal purpose; or

(4) The tenant's lease or other rental agreement has expired or otherwise terminated, and at the time of termination the housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons who occupied under a rental agreement with the tenant; or

(5) The landlord seeks in good faith to recover possession for the immediate purpose of demolishing the housing accommodations or of substantially altering or remodeling it in a manner which cannot practicably be done with the tenant in occupancy and the plans for such alteration or remodeling have been approved by the proper authorities, if such approval is required by local law; or

(6) The landlord seeks in good faith to recover possession of the housing accommodations for immediate use and occupancy as a dwelling by himself, his family or dependents; or he has in good faith contracted in writing to sell the accommodations for immediate use and occupancy by a purchaser, who in good faith has represented in writing that he will use the accommodations as a dwelling for himself, his family or dependents; or the landlord seeks in good faith not to offer the housing accommodations for rent. If a tenant has been removed or evicted under this paragraph (a) (6) from housing accommodations, such accommodations shall not be rented for a period of six months after such removal or eviction without permission of the Administrator. The landlord may petition the Administrator for permission to rent the accommodations during such six month period, and the Administrator shall grant such permission if he finds that the action was in good faith and not for the purpose of evading any provision of the Act or this Maximum Rent Regulation No. 14.

(b) No tenant shall be removed or evicted on grounds other than those stated above unless, on petition of the landlord, the Administrator certifies that the landlord may pursue his remedies in accordance with the requirements of the local law. The Administrator shall so certify if the landlord establishes that removals or evictions of the character proposed are not inconsistent with the purposes of the Act or this Maximum Rent Regulation No. 14 and would not be likely to result in the circumvention or evasion thereof.

(c) Where a tenant is removed or evicted under the provisions of paragraph (a) (4) of this section, or where the tenant's interest in the housing accommodations has terminated because the landlord has sought a higher rent as authorized by § 1388.665 (e), and at the time of such removal, eviction or termination the housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons who occupied under a rental agreement with the tenant, such subtenants or other occupants shall be deemed to become the tenants of the landlord on the same terms and conditions, consistent with this Maximum Rent Regulation No. 14, as they would have held from the tenant if his tenancy had continued and their maximum rents shall remain unchanged: *Provided, however,* That this paragraph shall not prevent the removal or eviction of a subtenant or other such occupant where the tenant rented to such person in violation of the obligations of his tenancy. Persons who continue in occupancy under this paragraph may be removed or evicted as provided in this section.

(d) At the time of commencing any action to remove or evict a tenant (except an action based on non-payment of rent not in excess of the maximum rent) the landlord shall give written notice thereof to the Area Rent Office stating the title and number of the case, the court in which it is filed, the name and address of the tenant and the grounds on which eviction is sought.

(e) No provision of this section shall be construed to authorize the removal of a tenant unless such removal is authorized under the local law.

§ 1388.667 *Registration.* On or before July 1, 1942, or within 30 days after the property is first rented, whichever date is the later, every landlord of housing accommodations rented or offered for rent shall file in triplicate a written statement on the form provided therefor to be known as a registration statement. The statement shall identify each dwelling unit and specify the maximum rent provided by this Maximum Rent Regulation No. 14 for such dwelling unit and shall contain such other information as the Administrator shall require. The original shall remain on file with the Administrator and he shall cause one copy to be delivered to the tenant and one copy, stamped to indicate that it is a correct copy of the original, to be returned to the landlord. In any subsequent change of tenancy the landlord shall exhibit to the new tenant his stamped copy of the registration statement, and shall obtain the tenant's signature and the date thereof on the back of such statement. Within five days after renting to a new tenant, the landlord shall file a notice on the form provided therefor, on which he shall obtain the tenant's signature, stating that there has been a change in tenancy, that the stamped copy of the registration statement has been exhibited to the new tenant and that the rent for such accommodations is in conformity therewith.

No payment of rent need be made unless the landlord tenders a receipt for the amount to be paid.

When the maximum rent is changed by order of the Administrator the landlord shall deliver his stamped copy of the registration statement to the Area Rent Office for appropriate action reflecting such change.

§ 1388.668 *Inspection.* Any tenant or any person who rents or offers for rent or acts as a broker or agent for the

rental of housing accommodations shall permit such inspection of the accommodations by the Administrator as he may, from time to time, require.

§ 1388.669 *Evasion.* The maximum rents and other requirements provided in this Maximum Rent Regulation No. 14 shall not be evaded, either directly or indirectly, in connection with the renting or leasing or the transfer of a lease of housing accommodations, by way of absolute or conditional sale, sale with purchase money or other form of mortgage, or sale with option to repurchase, or by modification of the practices relating to payment of commissions or other charges, or by modification of the services furnished with housing accommodations, or otherwise.

§ 1388.670 *Enforcement.* Persons violating any provision of this Maximum Rent Regulation No. 14 are subject to criminal penalties, civil enforcement actions and suits for treble damages as provided for by the Act.

§ 1388.671 *Procedure.* All registration statements, reports and notices provided for by this Maximum Rent Regulation No. 14 shall be filed with the Area Rent Office. All landlord's petitions and tenant's applications shall be filed with such office in accordance with Procedural Regulation No. 3 (§§ 1300.201 to 1300.247, inclusive).

§ 1388.672 *Petitions for amendment.* Persons seeking any amendment of general applicability to any provision of this Maximum Rent Regulation No. 14 may file petitions therefor in accordance with Procedural Regulation No. 3 (§§ 1300.201 to 1300.247, inclusive).

§ 1388.673 *Definitions.* (a) When used in this Maximum Rent Regulation No. 14:

(1) The term "Act" means the Emergency Price Control Act of 1942.

(2) The term "Administrator" means the Price Administrator of the Office of Price Administration, or the Rent Director or such other person or persons as the Administrator may appoint or designate to carry out any of the duties delegated to him by the Act.

(3) The term "Rent Director" means the person designated by the Administrator as director of the Akron Defense-Rental Area or such person or persons as may be designated to carry out any of the duties delegated to the Rent Director by the Administrator.

(4) The term "Area Rent Office" means the office of the Rent Director in the Akron Defense-Rental Area.

(5) The term "person" includes an individual, corporation, partnership, association, or any other organized group of persons, or legal successor or representative of any of the foregoing and includes the United States or any agency thereof, or any other government, or any of its political subdivisions, or any agency of any of the foregoing.

(6) The term "housing accommodations" means any building, structure, or part thereof, or land appurtenant thereto, or any other real or personal property rented or offered for rent for living or dwelling purposes, together with all privileges, services, furnishings, furniture, equipment, facilities and improvements connected with the use or occupancy of such property.

(7) The term "services" includes repairs, decorating and maintenance, the furnishing of light, heat, hot and cold water, telephone, elevator service, window shades, and storage, kitchen, bath, and laundry facilities and privileges, maid service, linen service, janitor service, the removal of refuse and any other privilege or facility connected with the use or occupancy of housing accommodations.

(8) The term "landlord" includes an owner, lessor, sublessor, assignee or other person receiving or entitled to receive rent for the use or occupancy of any housing accommodations, or an agent of any of the foregoing.

(9) The term "tenant" includes a subtenant, lessee, sublessee, or other person entitled to the possession or to the use or occupancy of any housing accommodations.

(10) The term "rent" means the consideration, including any bonus, benefit, or gratuity, demanded or received for the use or occupancy of housing accommodations or for the transfer of a lease of such accommodations.

(11) The term "hotel" means any establishment generally recognized as such in its community, containing more than 50 rooms and used predominantly for transient occupancy.

(12) The term "rooming house" means, in addition to its customary usage, a building or portion of a building other than a hotel in which a furnished room or rooms not constituting an apartment are rented on a short time basis of daily, weekly or monthly occupancy to more than two paying tenants not members of the landlord's immediate family. The term includes boarding houses, dormitories, auto camps, trailers, residence clubs, tourist homes or cabins, and all other establishments of a similar nature.

(b) Unless the context otherwise requires, the definitions set forth in section 302 of the Emergency Price Control Act of 1942 shall apply to other terms used in this Maximum Rent Regulation No. 14;

§ 1388.674 *Effective date of the regulation.* This Maximum Rent Regulation No. 14, (§§ 1388.661 to 1388.674, inclusive) shall become effective June 1, 1942.

Issued this 27th day of May 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-4936; Filed, May 27, 1942; 3:49 p. m.]

PART 1388—DEFENSE-RENTAL AREAS

[Maximum Rent Regulation No. 15]

HOUSING ACCOMMODATIONS OTHER THAN HOTELS AND ROOMING HOUSES IN A PORTION OF THE CANTON DEFENSE-RENTAL AREA

In the judgment of the Administrator, rents for housing accommodations within that portion of the Canton Defense-Rental Area designated in the Designation and Rent Declaration (§§ 1388.701 to § 1388.705, inclusive) issued by the Administrator on March 2, 1942 (consisting of the County of Stark in the State of Ohio), have not been reduced and stabilized by State or local regulation, or otherwise, in accordance with the recommendations set forth in said Designation and Rent Declaration.

The Administrator has ascertained and given due consideration to the rent prevailing for housing accommodations within the said portion of the Canton Defense Rental Area on or about April 1, 1941. It is his judgment that defense activities had not resulted in increases in rents for such housing accommodations inconsistent with the purposes of the Emergency Price Control Act of 1942 prior to April 1, 1941, but did result in such increases commencing on or about that date. The Administrator has made adjustments for such relevant factors as he has determined and deemed to be of general applicability in respect of such housing accommodations, including increases or decreases in property taxes and other costs.

In the judgment of the Administrator the maximum rents established by this Maximum Rent Regulation No. 15 for housing accommodations within the said portion of the Canton Defense-Rental Area will be generally fair and equitable and will effectuate the purposes of the Emergency Price Control Act of 1942.

Therefore, under the authority vested in the Administrator by the Act, this Maximum Rent Regulation No. 15 is hereby issued.

AUTHORITY: §§ 1388.711 to 1388.724, inclusive, issued under Pub. Law 421, 77th Cong.

§ 1388.711 *Scope of regulation.* (a) This Maximum Rent Regulation No. 15 establishes the maximum rents which may be demanded or received for use or occupancy on and after June 1, 1942 of all housing accommodations within that portion of the Canton Defense-Rental Area designated in the Designation and Rent Declaration (§§ 1388.701 to 1388.705, inclusive) issued by the Administrator on March 2, 1942 (consisting of the County of Stark in the State of Ohio—hereinafter referred to in this Maximum Rent Regulation No. 15 as the "Defense-Rental Area"), except as provided in paragraph (b) of this section.

(b) This Maximum Rent Regulation No. 15 does not apply to the following:

(1) Housing accommodations situated on a farm and occupied by a tenant who is engaged for a substantial portion of his time in farming operations thereon;

(2) Dwelling space occupied by domestic servants, caretakers, managers, or other employees to whom the space is provided as part of their compensation and who are employed for the purpose of rendering services in connection with the premises of which the dwelling space is a part;

(3) Housing accommodations within hotels or rooming houses: *Provided*, That this Maximum Rent Regulation No. 15 does apply to premises or structures though used as hotels or rooming houses.

(c) The provisions of any lease or other rental agreement shall remain in force pursuant to the terms thereof, except insofar as those provisions are inconsistent with this Maximum Rent Regulation No. 15.

(d) An agreement by the tenant to wave the benefit of any provision of this Maximum Rent Regulation No. 15 is void. A tenant shall not be entitled by reason of this Maximum Rent Regulation No. 15 to refuse to pay or to recover any portion of any rents due or paid for use or occupancy prior to June 1, 1942.

§ 1388.712 *Prohibition against higher than maximum rents.* Regardless of any contract, agreement, lease or other obligation heretofore or hereafter entered into, no person shall demand or receive any rent for use or occupancy on and after June 1, 1942, of any housing accommodations within the Defense-Rental Area higher than the maximum rents provided by this Maximum Rent Regulation No. 15; and no person shall offer, solicit, attempt, or agree to do any of the foregoing. Lower rents than those provided by this Maximum Rent Regulation No. 15 may be demanded or received.

§ 1388.713 *Minimum services.* The maximum rents provided by this Maximum Rent Regulation No. 15 are for housing accommodations including as a minimum, services of the same type, quantity, and quality as those provided on the date determining the maximum rent. If, on June 1, 1942, the services provided for housing accommodations are less than such minimum services, the landlord shall either restore and maintain the minimum services or, before July 1, 1942, file a petition pursuant to § 1388.715 (b) for approval of the decreased services. In all other cases the landlord shall provide the minimum services unless and until an order is entered pursuant to § 1388.715 (b) approving a decrease of such services.

§ 1388.714 *Maximum rents.* Maximum rents (unless and until changed by the Administrator as provided in § 1388.715) shall be:

(a) For housing accommodations rented on April 1, 1941, the rent for such accommodations on that date.

(b) For housing accommodations not rented on April 1, 1941, but rented at any time during the two months ending on that date, the last rent for such accommodations during that two month period.

(c) For housing accommodations not rented on April 1, 1941 nor during the two months ending on that date, but rented prior to June 1, 1942, the first rent for such accommodations after April 1, 1941. On or before July 1, 1942, every landlord of housing accommodations under this paragraph shall file a report on the form provided for each of such accommodations stating the maximum rent and such other information as may be required. The Administrator may order a decrease in the maximum rent as provided in § 1388.715 (c).

(d) For (1) newly constructed housing accommodations without priority rating first rented after April 1, 1941, and before June 1, 1942, or (2) housing accommodations changed between those dates so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations changed between those dates from unfurnished to fully furnished, or from fully furnished to unfurnished, or (4) housing accommodations substantially changed between those dates by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, the first rent for such accommodations after such construction or change: *Provided, however*, That, where such first rent was fixed by a lease which was in force at the time of a major capital improvement, the maximum rent shall be the first rent after termination of such lease. On or before July 1, 1942, every landlord of housing accommodations under this paragraph shall file a report on the form provided for each of such accommodations stating the maximum rent and such other information as may be required. The Administrator may order a decrease in the maximum rent as provided in § 1388.715 (c).

(e) For (1) newly constructed housing accommodations without priority rating first rented on or after June 1, 1942, or (2) housing accommodations changed on or after that date so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations not rented at any time between February 1, 1941 and June 1, 1942, the rent fixed by the Administrator. The landlord shall, prior to renting and in time to allow 15 days for action thereon, file a petition requesting the Administrator to enter an order fixing the maximum rent therefor. Such order shall be entered on the basis of the rent which the Administrator finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941. In cases involving construction due consideration shall be given to increased costs of construction, if any, since April 1, 1941.

If no order is entered on such petition within 15 days after filing, the landlord may rent such accommodations and the first rent therefor shall be the maximum rent. Within 5 days after so renting, the landlord shall report the maximum rent. The Administrator may order a decrease in such maximum rent as provided in § 1388.715 (c).

(f) For housing accommodations constructed with priority rating from the United States or any agency thereof for which the rent has been heretofore or is hereafter approved by the United States or any agency thereof, the rent so approved but in no event more than the first rent for such accommodations.

(g) For housing accommodations owned by the United States or any agency thereof, or any corporation owned thereby, or by the State of Ohio or any of its political subdivisions or any agency of any of the foregoing, the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941, as determined by the owner of such accommodations. The Administrator may order a decrease in the maximum rent as provided in § 1388.715 (c).

§ 1388.715 *Adjustments and other determinations.* In the circumstances enumerated in this section, the Administrator may issue an order changing the maximum rents otherwise allowable or the minimum services required. In those cases involving a major capital improvement, an increase or decrease in the furniture, furnishings or equipment, an increase or decrease of services, or a deterioration, the adjustment in the maximum rent shall be the amount the Administrator finds would have been on April 1, 1941 the difference in the rental value of the housing accommodations by reason of such change. In all other cases, except those under paragraphs (a) (7) and (c) (6) of this section, the adjustment shall be on the basis of the rent which the Administrator finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941. In cases involving construction due consideration shall be given to increased costs of construction, if any, since April 1, 1941. In cases under paragraphs (a) (7) and (c) (6) of this section the adjustment shall be on the basis of the rents which the Administrator finds were generally prevailing in the Defense-Rental Area for comparable housing accommodations during the year ending on April 1, 1941.

(a) Any landlord may file a petition for adjustment to increase the maximum rent otherwise allowable, only on the grounds that:

(1) There has been on or after June 1, 1942, a substantial change in the housing accommodations by a major capital improvement as distinguished from ordinary repair, replacement and maintenance.

(2) There was, prior to April 1, 1941, and within the six months ending on that date, a substantial change in the housing accommodations by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, and the rent on April 1, 1941, was fixed by a lease which was in force at the time of such change.

(3) There has been a substantial increase in the services, furniture, furnishings or equipment provided with the housing accommodations since the date or order determining its maximum rent.

(4) The rent on the date determining the maximum rent was materially affected by the blood, personal or other special relationship between the landlord and the tenant and as a result was substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941.

(5) There was in force on April 1, 1941 a written lease, which had been in force for more than one year on that date, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941:

Provided, That no increase shall be granted while the lease remains in force.

(6) The rent on the date determining the maximum rent was established by a written lease which provided for a substantially higher rent at other periods during the term of such lease: *Provided,* That no increase shall be granted in excess of the rent provided by said lease while it remains in force.

(7) The rent on the date determining the maximum rent was substantially lower than at other times of year by reason of seasonal demand for such housing accommodations. In such cases the Administrator's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(b) If, on June 1, 1942, the services provided for housing accommodations are less than those provided on the date determining the maximum rent, the landlord shall either restore the services to those provided on the date determining the maximum rent and maintain such service or, before July 1, 1942, file a petition requesting approval of the decreased services. Except as above provided, the landlord shall maintain the minimum services unless and until he has filed a petition to decrease services and an order permitting a decrease has been entered thereon; however, if it is impossible to provide the minimum services, he shall file a petition within five days after the change of services occurs. The order on any petition under this paragraph may require an appropriate adjustment in the maximum rent.

(c) The Administrator at any time, on his own initiative or on application of the tenant, may order a decrease of the maximum rent otherwise allowable, only on the grounds that:

(1) The maximum rent for housing accommodations under paragraphs (c), (d), or (g) of § 1388.714 is higher than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941; or the maximum rent for housing accommodations under paragraph (e) of § 1388.714 for which the rent was not fixed by the Administrator is higher than such generally prevailing rent.

(2) There has been a substantial deterioration of the housing accommodations other than ordinary wear and tear since the date or order determining its maximum rent.

(3) There has been a substantial decrease in the services, furniture, furnishings or equipment provided with the housing accommodations since the date or order determining its maximum rent.

(4) The rent on the date determining the maximum rent was materially affected by the blood, personal or other special relationship between the landlord and the tenant and as a result was substantially higher than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941.

(5) The rent on the date determining the maximum rent was established by a written lease which provided for a substantially lower rent at other periods during the term of such lease.

(6) The rent on the date determining the maximum rent was substantially higher than at other times of year by reason of seasonal demand for such housing accommodations. In such cases the Administrator's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(d) If the rent on the date determining the maximum rent, or any other fact necessary to the determination of the maximum rent, is in dispute between the landlord and the tenant, or is in doubt, or is not known, the Administrator on petition of the landlord filed prior to July 1, 1942, or at any time on his own initiative, may enter an order fixing the maximum rent by determining such fact; or if the Administrator is unable to ascertain such fact he shall enter the order on the basis of the rent which he finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941.

(e) Where, at the expiration or other termination of an underlying lease or other rental agreement, housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons occupying under a rental agreement with the tenant, the landlord may rent the entire premises for use by similar occupancy for a rent not in excess of the aggregate maximum rents of the separate dwelling units, or may rent the separate dwelling units for rents not in excess of the maximum rents applicable to such units.

Where housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons occupying under a rental agreement with the tenant, the tenant may petition the Administrator for leave to exercise any right he would have except for this Maximum Rent Regulation No. 15 to sell his underlying lease or other rental agreement. The Administrator may grant such petition if he finds that the sale will not result, and that sales of such character would not be likely to result, in the circumvention or evasion of the Act or this Maximum Rent Regulation No. 15. He may require that the sale be made on such terms as he deems necessary to prevent such circumvention or evasion.

§ 1388.716 *Restrictions on removal of tenant.* (a) So long as the tenant continues to pay the rent to which the landlord is entitled, no tenant shall be removed from any housing accommodations, by action to evict or to recover possession, by exclusion from possession, or otherwise, nor shall any person attempt such removal or exclusion from possession, notwithstanding that such tenant has no lease or that his lease or other rental agreement has expired or otherwise terminated, unless:

(1) The tenant, who had a written lease or other written rental agreement, has refused upon demand of the landlord to execute a written extension or renewal thereof for a further term of like duration but not in excess of one year but otherwise on the same terms and conditions as the previous lease or agreement except insofar as such terms and conditions are inconsistent with this Maximum Rent Regulation No. 15; or

(2) The tenant has unreasonably refused the landlord access to the housing accommodations for the purpose of inspection or of showing the accommodations to a prospective purchaser, mortgagee or prospective mortgagee, or other person having a legitimate interest therein: *Provided, however,* That such refusal shall not be ground for removal or eviction if such inspection or showing of the accommodations is contrary to the provisions of the tenant's lease or other rental agreement; or

(3) The tenant (i) has violated a substantial obligation of his tenancy, other than an obligation to pay rent, and has continued, or failed to cure, such violation after written notice by the landlord that the violation cease, or (ii) is committing or permitting a nuisance or is using or permitting a use of the housing accommodations for an immoral or illegal purpose; or

(4) The tenant's lease or other rental agreement has expired or otherwise terminated, and at the time of termination the housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons who occupied under a rental agreement with the tenant; or

(5) The landlord seeks in good faith to recover possession for the immediate purpose of demolishing the housing accommodations or of substantially altering or remodeling it in a manner which cannot practicably be done with the tenant in occupancy and the plans for such alteration or remodeling have been approved by the proper authorities, if such approval is required by local law; or

(6) The landlord seeks in good faith to recover possession of the housing accommodations for immediate use and occupancy as a dwelling by himself, his family or dependents; or he has in good faith contracted in writing to sell the accommodations for immediate use and occupancy by a purchaser, who in good faith has represented in writing that he will use the accommodations as a dwelling for himself, his family or dependents; or the landlord seeks in good faith not to offer the housing accommodations for rent. If a tenant has been removed or evicted under this paragraph (a) (6) from housing accommodations, such accommodations shall not be rented for a period of six months after such removal or eviction without permission of the Administrator. The landlord may petition the Administrator for permission to rent the accommodations during such six month period, and the Administrator shall grant such permission if he finds that the action was in good faith and not for the purpose of evading any provision of the Act or this Maximum Rent Regulation No. 15.

(b) No tenant shall be removed or evicted on grounds other than those

stated above unless, on petition of the landlord, the Administrator certifies that the landlord may pursue his remedies in accordance with the requirements of the local law. The Administrator shall so certify if the landlord establishes that removals or evictions of the character proposed are not inconsistent with the purposes of the Act or this Maximum Rent Regulation No. 15 and would not be likely to result in the circumvention or evasion thereof.

(c) Where a tenant is removed or evicted under the provisions of paragraph (a) (4) of this section, or where the tenant's interest in the housing accommodations has terminated because the landlord has sought a higher rent as authorized by § 1388.715 (e), and at the time of such removal, eviction or termination the housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons who occupied under a rental agreement with the tenant, such subtenants or other occupants shall be deemed to become the tenants of the landlord on the same terms and conditions, consistent with this Regulation, as they would have held from the tenant if his tenancy had continued and their maximum rents shall remain unchanged: *Provided, however,* That this paragraph shall not prevent the removal or eviction of a subtenant or other such occupant where the tenant rented to such person in violation of the obligations of his tenancy. Persons who continue in occupancy under this paragraph may be removed or evicted as provided in this section.

(d) At the time of commencing any action to remove or evict a tenant (except an action based on non-payment of a rent not in excess of the maximum rent) the landlord shall give written notice thereof to the Area Rent Office stating the title and number of the case, the court in which it is filed, the name and address of the tenant and the grounds on which eviction is sought.

(e) No provision of this section shall be construed to authorize the removal of a tenant unless such removal is authorized under the local law.

§ 1388.717 *Registration.* On or before July 1, 1942, or within 30 days after the property is first rented, whichever date is the later, every landlord of housing accommodations rented or offered for rent shall file in triplicate a written statement on the form provided therefor to be known as a registration statement. The statement shall identify each dwelling unit and specify the maximum rent provided by this Maximum Rent Regulation No. 15 for such dwelling unit and shall contain such other information as the Administrator shall require. The original shall remain on file with the Administrator and he shall cause one copy to be delivered to the tenant and one copy, stamped to indicate that it is a correct copy of the original, to be returned to the landlord. In any subsequent change of tenancy the landlord shall exhibit to the new tenant his stamped copy of the registration statement, and shall obtain the tenant's signature and the date thereof on the back of such statement. Within five days after renting to a new tenant, the landlord shall file a notice on the form provided therefor, on which he shall obtain the tenant's signature, stating that there has been a change in tenancy, that the stamped copy of the registration statement has been exhibited to the new tenant and that the rent for such accommodations is in conformity therewith.

No payment of rent need be made unless the landlord tenders a receipt for the amount to be paid.

When the maximum rent is changed by order of the Administrator the landlord shall deliver his stamped copy of the registration statement to the Area Rent Office for appropriate action reflecting such change.

§ 1388.718 *Inspection.* Any tenant or any person who rents or offers for rent or acts as a broker or agent for the rental of housing accommodations shall permit such inspection of the accommodations by the Administrator as he may, from time to time, require.

§ 1388.719 *Evasion.* The maximum rents and other requirements provided in this Maximum Rent Regulation No. 15 shall not be evaded, either directly or indirectly, in connection with the renting or leasing or the transfer of a lease of housing accommodations, by way of absolute or conditional sale, sale with purchase money or other form of mortgage, or sale with option to repurchase, or by modification of the practices relating to payment of commissions or other charges, or by modification of the services furnished with housing accommodations, or otherwise.

§ 1388.720 *Enforcement.* Persons violating any provision of this Maximum Rent Regulation No. 15 are subject to criminal penalties, civil enforcement actions and suits for treble damages as provided for by the Act.

§ 1388.721 *Procedure.* All registration statements, reports and notices provided for by this Maximum Rent Regulation No. 15 shall be filed with the Area Rent Office. All landlord's petitions and tenant's applications shall be filed with such office in accordance with Procedural Regulation No. 3 (§§ 1300.201 to 1300.247, inclusive).

§ 1388.722 *Petitions for amendment.* Persons seeking any amendment of general applicability to any provision of this Maximum Rent Regulation No. 15 may file petitions therefor in accordance with Procedural Regulation No. 3 (§§ 1300.201 to 1300.247 inclusive).

§ 1388.723 *Definitions.* (a) When used in this Maximum Rent Regulation No. 15:

(1) The term "Act" means the Emergency Price Control Act of 1942.

(2) The term "Administrator" means the Price Administrator of the Office of Price Administration, or the Rent Director or such other person or persons as the Administrator may appoint or designate to carry out any of the duties delegated to him by the Act.

(3) The term "Rent Director" means the person designated by the Administrator as director of the Canton Defense-Rental Area or such person or persons as may be designated to carry out any of the duties delegated to the Rent Director by the Administrator.

(4) The term "Area Rent Office" means the office of the Rent Director in the Canton Defense-Rental Area.

(5) The term "person" includes an individual, corporation, partnership, association, or any other organized group of persons, or legal successor or representative of any of the foregoing, and include the United States or any agency thereof, or any other government, or any of its political subdivisions, or any agency of any of the foregoing.

(6) The term "housing accommodations" means any building, structure, or part thereof, or land appurtenant thereto, or any other real or personal property rented or offered for rent for living or dwelling purposes, together with all privileges, services, furnishings, furniture, equipment, facilities and improvements connected with the use or occupancy of such property.

(7) The term "services" includes repairs, decorating and maintenance, the furnishing of light, heat, hot and cold water, telephone, elevator service, window shades, and storage, kitchen, bath, and laundry facilities and privileges, maid service, linen service, janitor service, the removal of refuse and any other privilege or facility connected with the use or occupancy of housing accommodations.

(8) The term "landlord" includes an owner, lessor, sublessor, assignee or other person receiving or entitled to receive rent for the use or occupancy of any housing accommodations, or an agent of any of the foregoing.

(9) The term "tenant" includes a subtenant, lessee, sublessee, or other person entitled to the possession or to the use or occupancy of any housing accommodations.

(10) The term "rent" means the consideration, including any bonus, benefit, or gratuity, demanded or received for the use or occupancy of housing accommodations or for the transfer of a lease of such accommodations.

(11) The term "hotel" means any establishment generally recognized as such in its community, containing more than 50 rooms and used predominantly for transient occupancy.

(12) The term "rooming house" means, in addition to its customary usage, a building or portion of a building other than a hotel in which a furnished room or rooms not constituting an apartment are rented on a short time basis of daily, weekly or monthly occupancy to more than two paying tenants not members of the landlord's immediate family. The term includes boarding houses, dormitories, auto camps, trailers, residence clubs, tourist homes or cabins, and all other establishments of a similar nature.

(b) Unless the context otherwise requires, the definitions set forth in section

302 of the Emergency Price Control Act of 1942 shall apply to other terms used in this Maximum Rent Regulation No. 15.

§ 1388.724 *Effective date of the regulation.* This Maximum Rent Regulation No. 15 (§§ 1388.711 to 1388.724, inclusive) shall become effective June 1, 1942.

Issued this 27th day of May 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-4937; Filed, May 27, 1942; 3:49 p. m.]

PART 1388—DEFENSE-RENTAL AREAS

[Maximum Rent Regulation No. 16]

HOUSING ACCOMMODATIONS OTHER THAN HOTELS AND ROOMING HOUSES IN A PORTION OF THE CLEVELAND DEFENSE-RENTAL AREA

In the judgment of the Administrator, rents for housing accommodations within that portion of the Cleveland Defense-Rental Area, designated in the Designation and Rent Declaration (§§ 1388.751 to 1388.755, inclusive) issued by the Administrator on March 2, 1942 (consisting of the County of Cuyahoga in its entirety; and, in the County of Lake, the Township of Willoughby and those parts of the Township of Kirtland included within the corporate limits of the Villages of Waite Hill and Willoughby, all in the State of Ohio), have not been reduced and stabilized by State or local regulation, or otherwise, in accordance with the recommendations set forth in said Designation and Rent Declaration.

It is the judgment of the Administrator that by April 1, 1941, defense activities had not yet resulted in increases in rents for housing accommodations within the said portion of the Cleveland Defense-Rental Area inconsistent with the purposes of the Emergency Price Control Act of 1942. The Administrator has therefore ascertained and given due consideration to the rents prevailing for housing accommodations within the said portion of the Cleveland Defense-Rental Area on or about July 1, 1941; and it is his judgment that the most recent date which does not reflect increases in rents for such housing accommodations inconsistent with the purposes of the Act is on or about that date. The Administrator has made adjustments for such relevant factors as he has determined and deemed to be of general applicability in respect of such housing accommodations, including increases or decreases in property taxes and other costs.

In the judgment of the Administrator the maximum rents established by this Maximum Rent Regulation No. 16 for housing accommodations within the said portion of the Cleveland Defense-Rental Area will be generally fair and equitable and will effectuate the purposes of the Emergency Price Control Act of 1942.

Therefore, under the authority vested in the Administrator by the Act, this Maximum Rent Regulation No. 16 is hereby issued.

AUTHORITY: §§ 1388.761 to 1388.774, inclusive, issued under Pub. Law 421, 77th Cong.

§ 1388.761 *Scope of regulation.* (a) This Maximum Rent Regulation No. 16 establishes the maximum rents which may be demanded or received for use or occupancy on and after June 1, 1942, of all housing accommodations within that portion of the Cleveland Defense-Rental Area designated in the Designation and Rent Declaration (§§ 1388.751 to 1388.755, inclusive) issued by the Administrator on March 2, 1942 (consisting of the County of Cuyahoga in its entirety; and, in the County of Lake, the Township of Willoughby and those parts of the Township of Kirtland included within the corporate limits of the Villages of Waite Hill and Willoughby, all in the State of Ohio—hereinafter referred to in this Maximum Rent Regulation No. 16 as the "Defense-Rental Area"), except as provided in paragraph (b) of this section.

(b) This Maximum Rent Regulation No. 16 does not apply to the following:

(1) Housing accommodations situated on a farm and occupied by a tenant who is engaged for a substantial portion of his time in farming operations thereon;

(2) Dwelling space occupied by domestic servants, caretakers, managers, or other employees to whom the space is provided as part of their compensation and who are employed for the purpose of rendering services in connection with the premises of which the dwelling space is a part;

(3) Housing accommodations within hotels or rooming houses: *Provided,* That this Maximum Rent Regulation No. 16 does apply to premises or structures though used as hotels or rooming houses.

(c) The provisions of any lease or other rental agreement shall remain in force pursuant to the terms thereof, except insofar as those provisions are inconsistent with this Maximum Rent Regulation No. 16.

(d) An agreement by the tenant to waive the benefit of any provision of this Maximum Rent Regulation No. 16 is void. A tenant shall not be entitled by reason of this Maximum Rent Regulation No. 16 to refuse to pay or to recover any portion of any rents due or paid for use or occupancy prior to June 1, 1942.

§ 1388.762 *Prohibition against higher than maximum rents.* Regardless of any contract, agreement, lease or other obligation heretofore or hereafter entered into, no person shall demand or receive any rent for use or occupancy on and after June 1, 1942, of any housing accommodations within the Defense-Rental Area higher than the maximum rents provided by this Maximum Rent Regulation No. 16; and no person shall offer, solicit, attempt, or agree to do any of the foregoing. Lower rents than those provided by this Maximum Rent Regulation No. 16 may be demanded or received.

§ 1388.763 *Minimum services.* The maximum rents provided by this Maximum Rent Regulation No. 16 are for housing accommodations including, as a minimum, services of the same type, quantity, and quality as those provided on the date determining the maximum rent. If, on June 1, 1942, the services provided for housing accommodations are less than such minimum services, the landlord shall either restore and maintain the minimum services or, before July 1, 1942, file a petition pursuant to § 1388.765 (b) for approval of the decreased services. In all other cases the landlord shall provide the minimum services unless and until an order is entered pursuant to § 1388.765 (b) approving a decrease of such services.

§ 1388.764 *Maximum rents.* Maximum rents (unless and until changed by the Administrator as provided in § 1388.765) shall be:

(a) For housing accommodations rented on July 1, 1941, the rent for such accommodations on that date.

(b) For housing accommodations not rented on July 1, 1941, but rented at any time during the two months ending on that date, the last rent for such accommodations during that two month period.

(c) For housing accommodations not rented on July 1, 1941, nor during the two months ending on that date, but rented prior to June 1, 1942, the first rent for such accommodations after July 1, 1941. On or before July 1, 1942 every landlord of housing accommodations under this paragraph shall file a report on the form provided for each of such accommodations stating the maximum rent and such other information as may be required. The Administrator may order a decrease in the maximum rent as provided in § 1388.765 (c).

(d) For (1) newly constructed housing accommodations without priority rating first rented after July 1, 1941 and before June 1, 1942, or (2) housing accommodations changed between those dates so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations changed between those dates from unfurnished to fully furnished, or from fully furnished to unfurnished, or (4) housing accommodations substantially changed between those dates by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, the first rent for such accommodations after such construction or change: *Provided, however,* That, where such first rent was fixed by a lease which was in force at the time of a major capital improvement, the maximum rent shall be the first rent after termination of such lease. On or before July 1, 1942, every landlord of housing accommodations under this paragraph shall file a report on the form provided for each of such accommodations stating the maximum rent and such other information as may be required. The Administrator may order a decrease in the maximum rent as provided in § 1388.765 (c).

(e) For (1) newly constructed housing accommodations without priority rating first rented on or after June 1, 1942, or (2) housing accommodations changed on or after that date so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations not rented at any time between May 1, 1941, and June 1, 1942, the rent fixed by the Administrator. The landlord shall, prior to renting and in time to allow 15 days for action thereon, file a petition requesting the Administrator to enter an order fixing the maximum rent therefor. Such order shall be entered on the basis of the rent which the Administrator finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on July 1, 1941. In cases involving construction due consideration shall be given to increased costs of construction, if any, since July 1, 1941.

If no order is entered on such petition within 15 days after filing, the landlord may rent such accommodations and the first rent therefor shall be the maximum rent. Within 5 days after so renting, the landlord shall report the maximum rent. The Administrator may order a decrease in such maximum rent as provided in § 1388.765 (c).

(f) For housing accommodations constructed with priority rating from the United States or any agency thereof for which the rent has been heretofore or is hereafter approved by the United States or any agency thereof, the rent so approved but in no event more than the first rent for such accommodations.

(g) For housing accommodations owned by the United States or any agency thereof, or any corporation owned thereby, or by the State of Ohio or any of its political subdivisions or any agency of any of the foregoing, the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on July 1, 1941, as determined by the owner of such accommodations. The Administrator may order a decrease in the maximum rent as provided in § 1388.765 (c).

§ 1388.765 *Adjustments and other determinations.* In the circumstances enumerated in this section, the Administrator may issue an order changing the maximum rents otherwise allowable or the minimum services required. In those cases involving a major capital improvement, an increase or decrease in the furniture, furnishings or equipment, an increase or decrease of services, or a deterioration, the adjustment in the maximum rent shall be the amount the Administrator finds would have been on July 1, 1941, the difference in the rental value of the housing accommodations by reason of such change. In all other cases, except those under paragraphs (a) (7) and (c) (6) of this section, the adjustment shall be on the basis of the rent which the Administrator finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on July 1, 1941. In cases involving construction due consideration shall be given to increased costs of construction, if any, since July 1, 1941. In cases under paragraphs (a) (7) and (c) (6) of this section the adjustment shall be on the basis of the rents which the Administrator finds were generally prevailing in the Defense-Rental Area for comparable housing accommodations during the year ending on July 1, 1941.

(a) Any landlord may file a petition for adjustment to increase the maximum rent otherwise allowable, only on the grounds that:

(1) There has been on or after June 1, 1942, a substantial change in the housing accommodations by a major capital improvement as distinguished from ordinary repair, replacement and maintenance.

(2) There was, prior to July 1, 1941, and within the six months ending on that date, a substantial change in the housing accommodations by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, and the rent on July 1, 1941, was fixed by a lease which was in force at the time of such change.

(3) There has been a substantial increase in the services, furniture, furnishings or equipment provided with the housing accommodations since the date or order determining its maximum rent.

(4) The rent on the date determining the maximum rent was materially affected by the blood, personal or other special relationship between the landlord and the tenant and as a result was substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on July 1, 1941.

(5) There was in force on July 1, 1941, a written lease, which had been in force for more than one year on that date, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on July 1, 1941: *Provided,* That no increase shall be granted while the lease remains in force.

(6) The rent on the date determining the maximum rent was established by a written lease which provided for a substantially higher rent at other periods during the term of such lease: *Provided,* That no increase shall be granted in excess of the rent provided by said lease while it remains in force.

(7) The rent on the date determining the maximum rent was substantially lower than at other times of year by reason of seasonal demand for such housing accommodations. In such cases the Administrator's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(b) If, on June 1, 1942, the services provided for housing accommodations are less than those provided on the date determining the maximum rent, the landlord shall either restore the services to those provided on the date determining the maximum rent and maintain such services or, before July 1, 1942, file a petition requesting approval of the decreased services. Except as above provided, the landlord shall maintain the minimum services unless and until he has filed a petition to decrease services and an order permitting a decrease has been entered thereon; however, if it is impossible to provide the minimum services, he shall file a petition within five days after the change of services occurs. The order on any petition under this paragraph may require an appropriate adjustment in the maximum rent.

(c) The Administrator at any time, on his own initiative or on application of the tenant, may order a decrease of the maximum rent otherwise allowable, only on the grounds that:

(1) The maximum rent for housing accommodations under paragraph (c), (d), or (g) of § 1388.764 is higher than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on July 1, 1941; or the maximum rent for housing accommodations under paragraph (e) of § 1388.764 for which the rent was not fixed by the Administrator is higher than such generally prevailing rent.

(2) There has been a substantial deterioration of the housing accommodations other than ordinary wear and tear since the date or order determining its maximum rent.

(3) There has been a substantial decrease in the services, furniture, furnishings or equipment provided with the housing accommodations since the date or order determining its maximum rent.

(4) The rent on the date determining the maximum rent was materially affected by the blood, personal or other special relationship between the landlord and the tenant and as a result was substantially higher than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on July 1, 1941.

(5) The rent on the date determining the maximum rent was established by a written lease which provided for a substantially lower rent at other periods during the term of such lease.

(6) The rent on the date determining the maximum rent was substantially higher than at other times of year by reason of seasonal demand for such housing accommodations. In such cases the Administrator's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(d) If the rent on the date determining the maximum rent, or any other fact necessary to the determination of the maximum rent, is in dispute between the landlord and the tenant, or is in doubt, or is not known, the Administrator on petition of the landlord filed prior to July 1, 1942, or at any time on his own initiative, may enter an order fixing the maximum rent by determining such fact; or if the Administrator is unable to ascertain such fact he shall enter the order on the basis of the rent which he finds was generally prevailing in the De-

fense-Rental Area for comparable housing accommodations on July 1, 1941.

(e) Where, at the expiration or other termination of an underlying lease or other rental agreement, housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons occupying under a rental agreement with the tenant, the landlord may rent the entire premises for use by similar occupancy for a rent not in excess of the aggregate maximum rents of the separate dwelling units, or may rent the separate dwelling units for rents not in excess of the maximum rents applicable to such units.

Where housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons occupying under a rental agreement with the tenant, the tenant may petition the Administrator for leave to exercise any right he would have except for this Maximum Rent Regulation No. 16 to sell his underlying lease or other rental agreement. The Administrator may grant such petition if he finds that the sale will not result, and that sales of such character would not be likely to result, in the circumvention or evasion of the Act or this Maximum Rent Regulation No. 16. He may require that the sale be made on such terms as he deems necessary to prevent such circumvention or evasion.

§ 1388.766 *Restrictions on removal of tenant.* (a) So long as the tenant continues to pay the rent to which the landlord is entitled, no tenant shall be removed from any housing accommodations, by action to evict or to recover possession, by exclusion from possession, or otherwise, nor shall any person attempt such removal or exclusion from possession, notwithstanding that such tenant has no lease or that his lease or other rental agreement has expired or otherwise terminated, unless:

(1) The tenant, who had a written lease or other written rental agreement, has refused upon demand of the landlord to execute a written extension or renewal thereof for a further term of like duration but not in excess of one year but otherwise on the same terms and conditions as the previous lease or agreement except insofar as such terms and conditions are inconsistent with this Maximum Rent Regulation No. 16; or

(2) The tenant has unreasonably refused the landlord access to the housing accommodations for the purpose of inspection or of showing the accommodations to a prospective purchaser, mortgage or prospective mortgagee, or other person having a legitimate interest therein: *Provided, however,* That such refusal shall not be ground for removal or eviction if such inspection or showing of the accommodations is contrary to the provisions of the tenant's lease or other rental agreement; or

(3) The tenant (i) has violated a substantial obligation of his tenancy, other than an obligation to pay rent, and has continued, or failed to cure, such violation after written notice by the landlord that the violation cease, or (ii) is committing or permitting a nuisance or is using or permitting a use of the housing accommodations for an immoral or illegal purpose; or

(4) The tenant's lease or other rental agreement has expired or otherwise terminated, and at the time of termination the housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons who occupied under a rental agreement with the tenant; or

(5) The landlord seeks in good faith to recover possession for the immediate purpose of demolishing the housing accommodations or of substantially altering or remodeling it in a manner which cannot practicably be done with the tenant in occupancy and the plans for such alteration or remodeling have been approved by the proper authorities, if such approval is required by local law; or

(6) The landlord seeks in good faith to recover possession of the housing accommodations for immediate use and occupancy as a dwelling by himself, his family or dependents; or he has in good faith contracted in writing to sell the accommodations for immediate use and occupancy by a purchaser, who in good faith has represented in writing that he will use the accommodations as a dwelling for himself, his family or dependents; or the landlord seeks in good faith not to offer the housing accommodations for rent. If a tenant has been removed or evicted under this paragraph (a) (6) from housing accommodations, such accommodations shall not be rented for a period of six months after such removal or eviction without permission of the Administrator. The landlord may petition the Administrator for permission to rent the accommodations during such six month period, and the Administrator shall grant such permission if he finds that the action was in good faith and not for the purpose of evading any provision of the Act or this Maximum Rent Regulation No. 16.

(b) No tenant shall be removed or evicted on grounds other than those stated above unless, on petition of the landlord, the Administrator certifies that the landlord may pursue his remedies in accordance with the requirements of the local law. The Administrator shall so certify if the landlord establishes that removals or evictions of the character proposed are not inconsistent with the purposes of the Act or this Maximum Rent Regulation No. 16 and would not be likely to result in the circumvention or evasion thereof.

(c) Where a tenant is removed or evicted under the provisions of paragraph (a) (4) of this section, or where the tenant's interest in the housing accommodations has terminated because the landlord has sought a higher rent as authorized by § 1388.765 (e), and at the time of such removal, eviction or termination the housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons who occupied under a rental agreement with the tenant, such subtenants or other occupants shall be deemed to become the tenants of the landlord on the same terms and conditions, consistent with this Maximum Rent Regulation No. 16, as they would have held from the tenant if his tenancy had continued and their maximum rents shall remain unchanged: *Provided, however,* That this paragraph shall not prevent the removal or eviction of a subtenant or other such occupant where the tenant rented to such person in violation of the obligations of his tenancy. Persons who continue in occupancy under this paragraph may be removed or evicted as provided in this section.

(d) At the time of commencing any action to remove or evict a tenant (except an action based on non-payment of a rent not in excess of the maximum rent) the landlord shall give written notice thereof to the Area Rent Office stating the title and number of the case, the court in which it is filed, the name and address of the tenant and the grounds on which eviction is sought.

(e) No provision of this section shall be construed to authorize the removal of a tenant unless such removal is authorized under the local law.

§ 1388.767 *Registration.* On or before July 1, 1942, or within 30 days after the property is first rented, whichever date is the later, every landlord of housing accommodations rented or offered for rent shall file in triplicate a written statement on the form provided therefor to be known as a registration statement. The statement shall identify each dwelling unit and specify the maximum rent provided by this Maximum Rent Regulation No. 16 for such dwelling unit and shall contain such other information as the Administrator shall require. The original shall remain on file with the Administrator and he shall cause one copy to be delivered to the tenant and one copy, stamped to indicate that it is a correct copy of the original, to be returned to the landlord. In any subsequent change of tenancy the landlord shall exhibit to the new tenant his stamped copy of the registration statement, and shall obtain the tenant's signature and the date thereof on the back of such statement. Within five days after renting to a new tenant, the landlord shall file a notice on the form provided therefor, on which he shall obtain the tenant's signature, stating that there has been a change in tenancy, that the stamped copy of the registration statement has been exhibited to the new tenant and that the rent for such accommodations is in conformity therewith.

No payment of rent need be made unless the landlord tenders a receipt for the amount to be paid.

When the maximum rent is changed by order of the Administrator the landlord shall deliver his stamped copy of the registration statement to the Area Rent Office for appropriate action reflecting such change.

§ 1388.768 *Inspection.* Any tenant or any person who rents or offers for rent or acts as a broker or agent for the rental of housing accommodations shall

permit such inspection of the accommodations by the Administrator as he may, from time to time, require.

§ 1388.769 *Evasion.* The maximum rents and other requirements provided in this Maximum Rent Regulation No. 16 shall not be evaded, either directly or indirectly, in connection with the renting or leasing or the transfer of a lease of housing accommodations, by way of absolute or conditional sale, sale with purchase money or other form of mortgage, or sale with option to repurchase, or by modification of the practices relating to payment of commissions or other charges, or by modification of the services furnished with housing accommodations, or otherwise.

§ 1388.770 *Enforcement.* Persons violating any provision of this Maximum Rent Regulation No. 16 are subject to criminal penalties, civil enforcement actions and suits for treble damages as provided for by the Act.

§ 1388.771 *Procedure.* All registration statements, reports and notices provided for by this Maximum Rent Regulation No. 16 shall be filed with the Area Rent Office. All landlord's petitions and tenant's applications shall be filed with such office in accordance with Procedural Regulation No. 3 (§§ 1300.201 to 1300.247, inclusive).

§ 1388.772 *Petitions for amendment.* Persons seeking any amendment of general applicability to any provision of this Maximum Rent Regulation No. 16 may file petitions therefor in accordance with Procedural Regulation No. 3 (§§ 1300.201 to 1300.247, inclusive).

§ 1388.773 *Definitions.* (a) When used in this Maximum Rent Regulation No. 16:

(1) The term "Act" means the Emergency Price Control Act of 1942.

(2) The term "Administrator" means the Price Administrator of the Office of Price Administration, or the Rent Director or such other person or persons as the Administrator may appoint or designate to carry out any of the duties delegated to him by the Act.

(3) The term "Rent Director" means the person designated by the Administrator as director of the Cleveland Defense-Rental Area or such person or persons as may be designated to carry out any of the duties delegated to the Rent Director by the Administrator.

(4) The term "Area Rent Office" means the office of the Rent Director in the Cleveland Defense-Rental Area.

(5) The term "person" includes an individual, corporation, partnership, association, or any other organized group of persons, or legal successor or representative of any of the foregoing, and includes the United States or any agency thereof, or any other government, or any of its political subdivisions, or any agency of any of the foregoing.

(6) The term "housing accommodations" means any building, structure, or part thereof, or land appurtenant thereto, or any other real or personal property rented or offered for rent for living or dwelling purposes, together with all privileges, services, furnishings, furniture, equipment, facilities and improvements connected with the use or occupancy of such property.

(7) The term "services" includes repairs, decorating and maintenance, the furnishing of light, heat, hot and cold water, telephone, elevator service, window shades, and storage, kitchen, bath, and laundry facilities and privileges, maid service, linen service, janitor service, the removal of refuse and any other privilege or facility connected with the use or occupancy of housing accommodations.

(8) The term "landlord" includes an owner, lessor, sublessor, assignee or other person receiving or entitled to receive rent for the use or occupancy of any housing accommodations, or an agent of any of the foregoing.

(9) The term "tenant" includes a subtenant, lessee, sublessee, or other person entitled to the possession or to the use or occupancy of any housing accommodations.

(10) The term "rent" means the consideration, including any bonus, benefit, or gratuity, demanded or received for the use or occupancy of housing accommodations or for the transfer of a lease of such accommodations.

(11) The term "hotel" means any establishment generally recognized as such in its community, containing more than 50 rooms and used predominantly for transient occupancy.

(12) The term "rooming house" means, in addition to its customary usage, a building or portion of a building other than a hotel in which a furnished room or rooms not constituting an apartment are rented on a short time basis of daily, weekly or monthly occupancy to more than two paying tenants not members of the landlord's immediate family. The term includes boarding houses, dormitories, auto camps, trailers, residence clubs, tourist homes or cabins, and all other establishments of a similar nature.

(b) Unless the context otherwise requires, the definitions set forth in Section 302 of the Emergency Price Control Act of 1942 shall apply to other terms used in this Maximum Rent Regulation No. 16.

§ 1388.774 *Effective date of the regulation.* This Maximum Rent Regulation No. 16 (§§ 1388.761 to 1388.774, inclusive), shall become effective June 1, 1942.

Issued this 27th day of May 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-4938; Filed, May 27, 1942; 3:50 p. m.]

PART 1388—DEFENSE-RENTAL AREAS

[Maximum Rent Regulation No. 17]

HOUSING ACCOMMODATIONS OTHER THAN HOTELS AND ROOMING HOUSES IN THE RAVENNA DEFENSE-RENTAL AREA

In the judgment of the Administrator, rents for housing accommodations within the Ravenna Defense-Rental Area, as designated in the Designation and Rent Declaration issued by the Administrator on March 2, 1942 (§§ 1388.801 to 1388.805, inclusive), have not been reduced and stabilized by State or local regulation, or otherwise, in accordance with the recommendations set forth in said Designation and Rent Declaration.

The Administrator has ascertained and given due consideration to the rents prevailing for housing accommodations within the Ravenna Defense-Rental Area on or about April 1, 1941. It is his judgment that defense activities had not resulted in increases in rents for such housing accommodations inconsistent with the purposes of the Emergency Price Control Act of 1942 prior to April 1, 1941, but did result in such increases commencing on or about that date. The Administrator has made adjustments for such relevant factors as he has determined and deemed to be of general applicability in respect of such housing accommodation, including increases or decreases in property taxes and other costs.

In the judgment of the Administrator the maximum rents established by this Maximum Rent Regulation No. 17 for housing accommodations within the Ravenna Defense-Rental Area will be generally fair and equitable and will effectuate the purposes of the Emergency Price Control Act of 1942.

Therefore, under the authority vested in the Administrator by the Act, this Maximum Rent Regulation No. 17 is hereby issued.

AUTHORITY: §§ 1388.811 to 1388.824, inclusive, issued under Pub. Law 421, 77th Cong.

§ 1388.811 *Scope of regulation.* (a) This Maximum Rent Regulation No. 17 establishes the maximum rents which may be demanded or received for use or occupancy on and after June 1, 1942 of all housing accommodations within the Ravenna Defense-Rental Area, as designated in the Designation and Rent Declaration issued by the Administrator on March 2, 1942 (§§ 1388.801 to 1388.805, inclusive), except as provided in paragraph (b) of this section.

(b) This Maximum Rent Regulation No. 17 does not apply to the following:

(1) Housing accommodations situated on a farm and occupied by a tenant who is engaged for a substantial portion of his time in farming operations thereon;

(2) Dwelling space occupied by domestic servants, caretakers, managers, or other employees to whom the space is provided as part of their compensation and who are employed for the purpose of rendering services in connection with the premises of which the dwelling space is a part;

(3) Housing accommodations within hotels or rooming houses: *Provided,* That this Maximum Rent Regulation No. 17 does apply to premises or structures though used as hotels or rooming houses.

(c) The provisions of any lease or other rental agreement shall remain in force pursuant to the terms thereof, except insofar as those provisions are inconsistent with this Maximum Rent Regulation No. 17.

(d) An agreement by the tenant to waive the benefit of any provision of this Maximum Rent Regulation No. 17 is void. A tenant shall not be entitled by reason of this Maximum Rent Regulation No. 17 to refuse to pay or to recover any portion of any rents due or paid for use or occupancy prior to June 1, 1942.

§ 1388.812 *Prohibition against higher than maximum rents.* Regardless of any contract, agreement, lease or other obligation heretofore or hereafter entered into, no person shall demand or receive any rent for use or occupancy on and after June 1, 1942, of any housing accommodations within the Defense-Rental Area higher than the maximum rents provided by this Maximum Rent Regulation No. 17; and no person shall offer, solicit, attempt, or agree to do any of the foregoing. Lower rents than those provided by this Maximum Rent Regulation No. 17 may be demanded or received.

§ 1388.813 *Minimum services.* The maximum rents provided by this Maximum Rent Regulation No. 17 are for housing accommodations including, as a minimum, services of the same type, quantity, and quality as those provided on the date determining the maximum rent. If, on June 1, 1942, the services provided for housing accommodations are less than such minimum services, the landlord shall either restore and maintain the minimum services or, before July 1, 1942, file a petition pursuant to § 1388.815 (b) for approval of the decreased services. In all other cases the landlord shall provide the minimum services unless and until an order is entered pursuant to § 1388.815 (b) approving a decrease of such services.

§ 1388.814 *Maximum rents.* Maximum rents (unless and until changed by the Administrator as provided in § 1388.-815) shall be:

(a) For housing accommodations rented on April 1, 1941, the rent for such accommodations on that date.

(b) For housing accommodations not rented on April 1, 1941, but rented at any time during the two months ending on that date, the last rent for such accommodations during that two month period.

(c) For housing accommodations not rented on April 1, 1941, nor during the two months ending on that date, but rented prior to June 1, 1942, the first rent for such accommodations after April 1, 1941. On or before July 1, 1942, every landlord of housing accommodations under this paragraph shall file a report on the form provided for each of such accommodations stating the maximum rent and such other information as may be required. The administrator may order a decrease in the maximum rent as provided in § 1388.815 (c).

(d) For (1) newly constructed housing accommodations without priority rating first rented after April 1, 1941, and before June 1, 1942, or (2) housing accommodations changed between those dates so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations changed between those dates from unfurnished to fully furnished, or from fully furnished to unfurnished, or (4) housing accommodations substantially changed between those dates by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, the first rent for such accommodations after such construction or change: *Provided, however,* That, where such first rent was fixed by a lease which was in force at the time of a major capital improvement, the maximum rent shall be the first rent after termination of such lease. On or before July 1, 1942, every landlord of housing accommodations under this paragraph shall file a report on the form provided for each of such accommodations stating the maximum rent and such other information as may be required. The Administrator may order a decrease in the maximum rent as provided in § 1388.815 (c).

(e) For (1) newly constructed housing accommodations without priority rating first rented on or after June 1, 1942, or (2) housing accommodations changed on or after that date so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations not rented at any time between February 1, 1941, and June 1, 1942, the rent fixed by the Administrator. The landlord shall, prior to renting and in time to allow 15 days for action thereon, file a petition requesting the Administrator to enter an order fixing the maximum rent therefor. Such order shall be entered on the basis of the rent which the Administrator finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941. In cases involving construction due consideration shall be given to increased costs of construction, if any, since April 1, 1941.

If no order is entered on such petition within 15 days after filing, the landlord may rent such accommodations and the first rent therefor shall be the maximum rent. Within 5 days after so renting, the landlord shall report the maximum rent. The Administrator may order a decrease in such maximum rent as provided in § 1388.815 (c).

(f) For housing accommodations constructed with priority rating from the United States or any agency thereof for which the rent has been heretofore or is hereafter approved by the United States or any agency thereof, the rent so approved but in no event more than the first rent for such accommodations.

(g) For housing accommodations owned by the United States or any agency thereof, or any corporation owned thereby, or by the State of Ohio or any of its political subdivisions or any agency of any of the foregoing, the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941, as determined by the owner of such accommodations. The Administrator may order a decrease in the maximum rent as provided in § 1388.815 (c).

§ 1388.815 *Adjustments and other determinations.* In the circumstances enumerated in this section, the Administrator may issue an order changing the maximum rents otherwise allowable or the minimum services required. In those cases involving a major capital improvement, an increase or decrease in the furniture, furnishings or equipment, an increase or decrease of services, or a deterioration, the adjustment in the maximum rent shall be the amount the Administrator finds would have been on April 1, 1941, the difference in the rental value of the housing accommodations by reason of such change. In all other cases, except those under paragraph (a) (7) and (c) (6) of this section, the adjustment shall be on the basis of the rent which the Administrator finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941. In cases involving construction due consideration shall be given to increased costs of construction, if any, since April 1, 1941. In cases under paragraphs (a) (7) and (c) (6) of this section the adjustment shall be on the basis of the rents which the Administrator finds were generally prevailing in the Defense-Rental Area for comparable housing accommodations during the year ending on April 1, 1941.

(a) Any landlord may file a petition for adjustment to increase the maximum rent otherwise allowable, only on the grounds that:

(1) There has been on or after June 1, 1942, a substantial change in the housing accommodations by a major capital improvement as distinguished from ordinary repair, replacement and maintenance.

(2) There was, prior to April 1, 1941, and within the six months ending on that date, a substantial change in the housing accommodations by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, and the rent on April 1, 1941, was fixed by a lease which was in force at the time of such change.

(3) There has been a substantial increase in the services, furniture, furnishings or equipment provided with the housing accommodations since the date or order determining its maximum rent.

(4) The rent on the date determining the maximum rent was materially affected by the blood, personal or other special relationship between the landlord and the tenant and as a result was substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941.

(5) There was in force on April 1, 1941, a written lease, which had been in force for more than one year on that date, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941: *Provided,* That no increase shall be granted while the lease remains in force.

(6) The rent on the date determining the maximum rent was established by a written lease which provided for a substantially higher rent at other periods during the term of such lease: *Provided,*

That no increase shall be granted in excess of the rent provided by said lease while it remains in force.

(7) The rent on the date determining the maximum rent was substantially lower than at other times of year by reason of seasonal demand for such housing accommodations. In such cases the Administrator's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(b) If, on June 1, 1942, the services provided for housing accommodations are less than those provided on the date determining the maximum rent, the landlord shall either restore the services to those provided on the date determining the maximum rent and maintain such services or, before July 1, 1942, file a petition requesting approval of the decreased services. Except as above provided, the landlord shall maintain the minimum services unless and until he has filed a petition to decrease services and an order permitting a decrease has been entered thereon; however, if it is impossible to provide the minimum services, he shall file a petition within five days after the change of services occurs. The order on any petition under this paragraph may require an appropriate adjustment in the maximum rent.

(c) The Administrator at any time, on his own initiative or on application of the tenant, may order a decrease of the maximum rent otherwise allowable, only on the grounds that:

(1) The maximum rent for housing accommodations under paragraphs (c), (d), or (g) of § 1388.814 is higher than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941; or the maximum rent for housing accommodations under paragraph (e) of § 1388.814 for which the rent was not fixed by the Administrator is higher than such generally prevailing rent.

(2) There has been a substantial deterioration of the housing accommodations other than ordinary wear and tear since the date or order determining its maximum rent.

(3) There has been a substantial decrease in the services, furniture, furnishings or equipment provided with the housing accommodations since the date or order determining its maximum rent.

(4) The rent on the date determining the maximum rent was materially affected by the blood, personal or other special relationship between the landlord and the tenant and as a result was substantially higher than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941.

(5) The rent on the date determining the maximum rent was established by a written lease which provided for a substantially lower rent at other periods during the term of such lease.

(6) The rent on the date determining the maximum rent was substantially higher than at other times of year by reason of seasonal demand for such housing accommodations. In such cases the Administrator's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(d) If the rent on the date determining the maximum rent, or any other fact necessary to the determination of the maximum rent, is in dispute between the landlord and the tenant, or is in doubt, or is not known, the Administrator on petition of the landlord filed prior to July 1, 1942, or at any time on his own initiative, may enter an order fixing the maximum rent by determining such fact; or if the Administrator is unable to ascertain such fact he shall enter the order on the basis of the rent which he finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941.

(e) Where, at the expiration or other termination of an underlying lease or other rental agreement, housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons occupying under a rental agreement with the tenant, the landlord may rent the entire premises for use by similar occupancy for a rent not in excess of the aggregate maximum rents of the separate dwelling units, or may rent the separate dwelling units for rents not in excess of the maximum rents applicable to such units.

Where housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons occupying under a rental agreement with the tenant, the tenant may petition the Administrator for leave to exercise any right he would have except for this Maximum Rent Regulation No. 17 to sell his underlying lease or other rental agreement. The Administrator may grant such petition if he finds that the sale will not result, and that sales of such character would not be likely to result, in the circumvention or evasion of the Act or this Maximum Rent Regulation No. 17. He may require that the sale be made on such terms as he deems necessary to prevent such circumvention or evasion.

§ 1388.816 *Restrictions on removal of tenant.* (a) So long as the tenant continues to pay the rent to which the landlord is entitled, no tenant shall be removed from any housing accommodations, by action to evict or to recover possession, by exclusion from possession, or otherwise, nor shall any person attempt such removal or exclusion from possession, notwithstanding that such tenant has no lease or that his lease or other rental agreement has expired or otherwise terminated, unless:

(1) The tenant, who had a written lease or other written rental agreement, has refused upon demand of the landlord to execute a written extension or renewal thereof for a further term of like duration but not in excess of one year but otherwise on the same terms and conditions as the previous lease or agreement except insofar as such terms and conditions are inconsistent with this Maximum Rent Regulation No. 17; or

(2) The tenant has unreasonably refused the landlord access to the housing accommodations for the purpose of inspection or of showing the accommodations to a prospective purchaser, mortgagee or prospective mortgagee, or other person having a legitimate interest therein: *Provided, however,* That such refusal shall not be ground for removal or eviction if such inspection or showing of the accommodations is contrary to the provisions of the tenant's lease or other rental agreement; or

(3) The tenant (i) has violated a substantial obligation of his tenancy, other than an obligation to pay rent, and has continued, or failed to cure, such violation after written notice by the landlord that the violation cease, or (ii) is committing or permitting a nuisance or is using or permitting a use of the housing accommodations for an immoral or illegal purpose; or

(4) The tenant's lease or other rental agreement has expired or otherwise terminated, and at the time of termination the housing accommodations or a predominent part thereof are occupied by one or more subtenants or other persons who occupied under a rental agreement with the tenant; or

(5) The landlord seeks in good faith to recover possession for the immediate purpose of demolishing the housing accommodations or of substantially altering or remodeling it in a manner which cannot practicably be done with the tenant in occupancy and the plans for such alteration or remodeling have been approved by the proper authorities, if such approval is required by local law; or

(6) The landlord seeks in good faith to recover possession of the housing accommodations for immediate use and occupancy as a dwelling by himself, his family or dependents; or he has in good faith contracted in writing to sell the accommodations for immediate use and occupancy by a purchaser, who in good faith has represented in writing that he will use the accommodations as a dwelling for himself, his family or dependents; or the landlord seeks in good faith not to offer the housing accommodations for rent. If a tenant has been removed or evicted under this paragraph (a) (6) from housing accommodations, such accommodations shall not be rented for a period of six months after such removal or eviction without permission of the Administrator. The landlord may petition the Administrator for permission to rent the accommodations during such six month period, and the Administrator shall grant such permission if he finds that the action was in good faith and not for the purpose of evading any provision of the Act or this Maximum Rent Regulation No. 17.

(b) No tenant shall be removed or evicted on grounds other than those stated above unless, on petition of the landlord, the Administrator certifies that the landlord may pursue his remedies in accordance with the requirements of the local law. The Administrator shall so certify if the landlord establishes that

removals or evictions of the character proposed are not inconsistent with the purposes of the Act or this Maximum Rent Regulation No. 17 and would not be likely to result in the circumvention or evasion thereof.

(c) Where a tenant is removed or evicted under the provisions of paragraph (a) (4) of this section, or where the tenant's interest in the housing accommodations has terminated because the landlord has sought a higher rent as authorized by § 1388.815 (e), and at the time of such removal, eviction or termination the housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons who occupied under a rental agreement with the tenant, such subtenants or other occupants shall be deemed to become the tenants of the landlord on the same terms and conditions, consistent with this Maximum Rent Regulation No. 17, as they would have held from the tenant if his tenancy had continued and their maximum rents shall remain unchanged: *Provided, however*, That this subsection shall not prevent the removal or eviction of a subtenant or other such occupant where the tenant rented to such person in violation of the obligations of his tenancy. Persons who continue in occupancy under this paragraph may be removed or evicted as provided in this section.

(d) At the time of commencing any action to remove or evict a tenant (except an action based on non-payment of a rent not in excess of the maximum rent) the landlord shall give written notice thereof to the Area Rent Office stating the title and number of the case, the court in which it is filed, the name and address of the tenant and the grounds on which eviction is sought.

(e) No provision of this section shall be construed to authorize the removal of a tenant unless such removal is authorized under the local law.

§ 1388.817 *Registration.* On or before July 1, 1942, or within 30 days after the property is first rented, whichever date is the later, every landlord of housing accommodations rented or offered for rent shall file in triplicate a written statement on the form provided therefor to be known as a registration statement. The statement shall identify each dwelling unit and specify the maximum rent provided by this Maximum Rent Regulation No. 17 for such dwelling unit and shall contain such other information as the Administrator shall require. The original shall remain on file with the Administrator and he shall cause one copy to be delivered to the tenant and one copy, stamped to indicate that it is a correct copy of the original, to be returned to the landlord. In any subsequent change of tenancy the landlord shall exhibit to the new tenant his stamped copy of the registration statement, and shall obtain the tenant's signature and the date thereof on the back of such statement. Within five days after renting to a new tenant, the landlord shall file a notice on the form provided therefor, on which he shall obtain the tenant's signature, stating that there has been a change in tenancy, that the stamped copy of the registration statement has been exhibited to the new tenant and that the rent for such accommodations is in conformity therewith.

No payment of rent need be made unless the landlord tenders a receipt for the amount to be paid.

When the maximum rent is changed by order of the Administrator the landlord shall deliver his stamped copy of the registration statement to the Area Rent Office for appropriate action reflecting such change.

§ 1388.818 *Inspection.* Any tenant or any person who rents or offers for rent or acts as a broker or agent for the rental of housing accommodations shall permit such inspection of the accommodations by the Administrator as he may, from time to time, require.

§ 1388.819 *Evasion.* The maximum rents and other requirements provided in this Maximum Rent Regulation No. 17 shall not be evaded, either directly or indirectly, in connection with the renting or leasing or the transfer of a lease of housing accommodations, by way of absolute or conditional sale, sale with purchase money or other form of mortgage, or sale with option to repurchase, or by modification of the practices relating to payment of commissions or other charges, or by modification of the services furnished with housing accommodations, or otherwise.

§ 1388.820 *Enforcement.* Persons violating any provision of this Maximum Rent Regulation No. 17 are subject to criminal penalties, civil enforcement actions and suits for treble damages as provided for by the Act.

§ 1388.821 *Procedure.* All registration statements, reports and notices provided for by this Maximum Rent Regulation No. 17 shall be filed with the Area Rent Office. All landlord's petitions and tenant's applications shall be filed with such office in accordance with Procedural Regulation No. 3 (§§ 1300.201 to 1300.247, inclusive).

§ 1388.822 *Petitions for amendment.* Persons seeking any amendment of general applicability to any provision of this Regulation may file petitions therefor in accordance with Procedural Regulation No. 3 (§§ 1300.201 to 1300.247, inclusive).

§ 1388.823 *Definitions.* (a) When used in this Maximum Rent Regulation No. 17:

(1) The term "Act" means the Emergency Price Control Act of 1942.

(2) The term "Administrator" means the Price Administrator of the Office of Price Administration, or the Rent Director or such other person or persons as the Administrator may appoint or designate to carry out any of the duties delegated to him by the Act.

(3) The term "Rent Director" means the person designated by the Administrator as director of the Ravenna Defense-Rental Area or such person or persons as may be designated to carry out any of the duties delegated to the Rent Director by the Administrator.

(4) The term "Area Rent Office" means the office of the Rent Director in the Ravenna Defense-Rental Area.

(5) The term "person" includes an individual, corporation, partnership, association, or any other organized group of persons, or legal successor or representative of any of the foregoing, and includes the United States or any agency thereof, or any other government, or any of its political subdivisions, or any agency of any of the foregoing.

(6) The term "housing accommodations" means any building, structure, or part thereof, or land appurtenant thereto, or any other real or personal property rented or offered for rent for living or dwelling purposes, together with all privileges, services, furnishings, furniture, equipment, facilities and improvements connected with the use or occupancy of such property.

(7) The term "services" includes repairs, decorating and maintenance, the furnishing of light, heat, hot and cold water, telephone, elevator service, window shades, and storage, kitchen, bath, and laundry facilities and privileges, maid service, linen service, janitor service, the removal of refuse and any other privilege or facility connected with the use or occupancy of housing accommodations.

(8) The term "landlord" includes an owner, lessor, sublessor, assignee or other person receiving or entitled to receive rent for the use or occupancy of any housing accommodations, or an agent of any of the foregoing.

(9) The term "tenant" includes a subtenant, lessee, sublessee, or other person entitled to the possession or to the use or occupancy of any housing accommodations.

(10) The term "rent" means the consideration, including any bonus, benefit, or gratuity, demanded or received for the use or occupancy of housing accommodations or for the transfer of a lease of such accommodations.

(11) The term "hotel" means any establishment generally recognized as such in its community, containing more than 50 rooms and used predominantly for transient occupancy.

(12) The term "rooming house" means, in addition to its customary usage, a building or portion of a building other than a hotel in which a furnished room or rooms not constituting an apartment are rented on a short time basis of daily, weekly or monthly occupancy to more than two paying tenants not members of the landlord's immediate family. The term includes boarding houses, dormitories, auto camps, trailers, residence clubs, tourist homes or cabins, and all other establishments of a similar nature.

(b) Unless the context otherwise requires, the definitions set forth in section 302 of the Emergency Price Control Act of 1942 shall apply to other terms used

in this Maximum Rent Regulation No. 17.

§ 1388.824 *Effective date of the regulation.* This Maximum Rent Regulation No. 17 (§§ 1388.811 to 1388.824, inclusive) shall become effective June 1, 1942.

Issued this 27th day of May 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-4939; Filed, May 27, 1942; 3:50 p. m.]

PART 1388—DEFENSE-RENTAL AREAS

[Maximum Rent Regulation No. 18]

HOUSING ACCOMMODATIONS OTHER THAN HOTELS AND ROOMING HOUSES IN THE YOUNGSTOWN-WARREN DEFENSE-RENTAL AREA

In the judgment of the Administrator, rents for housing accommodations within the Youngstown-Warren Defense-Rental Area, as designated in the Designation and Rent Declaration issued by the Administrator on March 2, 1942 (§§ 1388.851 to 1388.855, inclusive), have not been reduced and stabilized by State or local regulation, or otherwise, in accordance with the recommendations set forth in said Designation and Rent Declaration.

The Administrator has ascertained and given due consideration to the rents prevailing for housing accommodations within the Youngstown-Warren Defense-Rental Area on or about April 1, 1941. It is his judgment that defense activities had not resulted in increases in rents for such housing accommodations inconsistent with the purposes of the Emergency Price Control Act of 1942 prior to April 1, 1941, but did result in such increases commencing on or about that date. The Administrator has made adjustments for such relevant factors as he has determined and deemed to be of general applicability in respect of such housing accommodation, including increases or decreases in property taxes and other costs.

In the judgment of the Administrator the maximum rents established by this Maximum Rent Regulation for housing accommodations within the Youngstown-Warren Defense-Rental Area will be generally fair and equitable and will effectuate the purposes of the Emergency Price Control Act of 1942.

Therefore, under the authority vested in the Administrator by the Act, this Maximum Rent Regulation No. 18 is hereby issued.

AUTHORITY: §§ 1388.861 to 1388.874, inclusive, issued under Pub. Law 421, 77th Cong.

§ 1388.861 *Scope of regulation.* (a) This Maximum Rent Regulation No. 18 establishes the maximum rents which may be demanded or received for use or occupancy on and after June 1, 1942 of all housing accommodations within the Youngstown - Warren Defense - Rental Area, as designated in the Designation and Rent Declaration issued by the Administrator on March 2, 1942 (§§ 1388.851 to 1388.855, inclusive), except as provided in paragraph (b) of this section.

(b) This Maximum Rent Regulation No. 18 does not apply to the following:

(1) Housing accommodations situated on a farm and occupied by a tenant who is engaged for a substantial portion of his time in farming operations thereon;

(2) Dwelling space occupied by domestic servants, caretakers, managers, or other employees to whom the space is provided as part of their compensation and who are employed for the purpose of rendering services in connection with the premises of which the dwelling space is a part;

(3) Housing accommodations within hotels or rooming houses: *Provided*, That this Maximum Rent Regulation No. 18 does apply to premises or structures though used as hotels or rooming houses.

(c) The provisions of any lease or other rental agreement shall remain in force pursuant to the terms thereof, except insofar as those provisions are inconsistent with this Maximum Rent Regulation No. 18.

(d) An agreement by the tenant to waive the benefit of any provision of this Maximum Rent Regulation No. 18 is void. A tenant shall not be entitled by reason of this Maximum Rent Regulation No. 18 to refuse to pay or to recover any portion of any rents due or paid for use or occupancy prior to June 1, 1942.

§ 1388.862 *Prohibition against higher than maximum rents.* Regardless of any contract, agreement, lease or other obligation heretofore or hereafter entered into, no person shall demand or receive any rent for use or occupancy on and after June 1, 1942, of any housing accommodations within the Defense-Rental Area higher than the maximum rents provided by this Maximum Rent Regulation No. 18; and no person shall offer, solicit, attempt, or agree to do any of the foregoing. Lower rents than those provided by this Maximum Rent Regulation No. 18 may be demanded or received.

§ 1388.863 *Minimum services.* The maximum rents provided by this Maximum Rent Regulation No. 18 are for housing accommodations including, as a minimum, services of the same type, quantity, and quality as those provided on the date determining the maximum rent. If, on June 1, 1942, the services provided for housing accommodations are less than such minimum services, the landlord shall either restore and maintain the minimum services or, before July 1, 1942, file a petition pursuant to § 1388.865 (b) for approval of the decreased services. In all other cases the landlord shall provide the minimum services unless and until an order is entered pursuant to § 1388.865 (b) approving a decrease of such services.

§ 1388.864 *Maximum rents.* Maximum rents (unless and until changed by the Administrator as provided in § 1388.865) shall be:

(a) For housing accommodations rented on April 1, 1941, the rent for such accommodations on that date.

(b) For housing accommodations not rented on April 1, 1941, but rented at any time during the two months ending on that date, the last rent for such accommodations during that two month period.

(c) For housing accommodations not rented on April 1, 1941 nor during the two months ending on that date, but rented prior to June 1, 1942, the first rent for such accommodations after April 1, 1941. On or before July 1, 1942, every landlord of housing accommodations under this paragraph shall file a report on the form provided for each of such accommodations stating the maximum rent and such other information as may be required. The Administrator may order a decrease in the maximum rent as provided in § 1388.865 (c).

(d) For (1) newly constructed housing accommodations without priority rating first rented after April 1, 1941 and before June 1, 1942, or (2) housing accommodations changed between those dates so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations substantially changed between those dates from unfurnished to fully furnished, or from fully furnished to unfurnished, or (4) housing accommodations substantially changed between those dates by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, the first rent for such accommodations after such construction or change: *Provided, however*, That, where such first rent was fixed by a lease which was in force at the time of a major capital improvement, the maximum rent shall be the first rent after termination of such lease. On or before July 1, 1942, every landlord of housing accommodations under this paragraph shall file a report on the form provided for each of such accommodations stating the maximum rent and such other information as may be required. The Administrator may order a decrease in the maximum rent as provided in § 1388.865 (c).

(e) For (1) newly constructed housing accommodations without priority rating first rented on or after June 1, 1942, or (2) housing accommodations changed on or after that date so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations not rented at any time between February 1, 1941 and June 1, 1942, the rent fixed by the Administrator. The landlord shall, prior to renting and in time to allow 15 days for action thereon, file a petition requesting the Administrator to enter an order fixing the maximum rent therefor. Such order shall be entered on the basis of the rent which the Administrator finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941. In cases involving construction due consideration shall be given to increased costs of construction, if any, since April 1, 1941.

If no order is entered on such petition within 15 days after filing, the landlord may rent such accommodations and the

first rent therefor shall be the maximum rent. Within 5 days after so renting, the landlord shall report the maximum rent. The Administrator may order a decrease in such maximum rent as provided in § 1388.865 (c).

(f) For housing accommodations constructed with priority rating from the United States or any agency thereof for which the rent has been heretofore or is hereafter approved by the United States or any agency thereof, the rent so approved but in no event more than the first rent for such accommodations.

(g) For housing accommodations owned by the United States or any agency thereof, or any corporation owned thereby, or by the State of Ohio or any of its political subdivisions or any agency of any of the foregoing, the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941, as determined by the owner of such accommodations. The Administrator may order a decrease in the maximum rent as provided in § 1388.865 (c).

§ 1388.865 *Adjustments and other determinations.* In the circumstances enumerated in this section, the Administrator may issue an order changing the maximum rents otherwise allowable or the minimum services required. In those cases involving a major capital improvement, an increase or decrease in the furniture, furnishings or equipment, an increase or decrease of services, or a deterioration, the adjustment in the maximum rent shall be the amount the Administrator finds would have been on April 1, 1941 the difference in the rental value of the housing accommodations by reason of such change. In all other cases, except those under paragraphs (a) (7) and (c) (6) of this section, the adjustment shall be on the basis of the rent which the Administrator finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941. In cases involving construction due consideration shall be given to increased costs of construction, if any, since April 1, 1941. In cases under paragraphs (a) (7) and (c) (6) of this section the adjustment shall be on the basis of the rents which the Administrator finds were generally prevailing in the Defense-Rental Area for comparable housing accommodations during the year ending on April 1, 1941.

(a) Any landlord may file a petition for adjustment to increase the maximum rent otherwise allowable, only on the grounds that:

(1) There has been on or after June 1, 1942, a substantial change in the housing accommodations by a major capital improvement as distinguished from ordinary repair, replacement and maintenance.

(2) There was, prior to April 1, 1941, and within the six months ending on that date, a substantial change in the housing accommodations by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, and the rent on April 1, 1941, was fixed by a lease which was in force at the time of such change.

(3) There has been a substantial increase in the services, furniture, furnishings or equipment provided with the housing accommodations since the date or order determining its maximum rent.

(4) The rent on the date determining the maximum rent was materially affected by the blood, personal or other special relationship between the landlord and the tenant and as a result was substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941.

(5) There was in force on April 1, 1941, a written lease, which had been in force for more than one year on that date, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941: *Provided,* That no increase shall be granted while the lease remains in force.

(6) The rent on the date determining the maximum rent was established by a written lease which provided for a substantially higher rent at other periods during the term of such lease: *Provided,* That no increase shall be granted in excess of the rent provided by said lease while it remains in force.

(7) The rent on the date determining the maximum rent was substantially lower than at other times of year by reason of seasonal demand for such housing accommodations. In such cases the Administrator's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(b) If, on June 1, 1942, the services provided for housing accommodations are less than those provided on the date determining the maximum rent, the landlord shall either restore the services to those provided on the date determining the maximum rent and maintain such services or, before July 1, 1942, file a petition requesting approval of the decreased services. Except as above provided, the landlord shall maintain the minimum services unless and until he has filed a petition to decrease services and an order permitting a decrease has been entered thereon; however, if it is impossible to provide the minimum services, he shall file a petition within five days after the change of services occurs. The order on any petition under this paragraph may require an appropriate adjustment in the maximum rent.

(c) The Administrator at any time, on his own initiative or on application of the tenant, may order a decrease of the maximum rent otherwise allowable, only on the grounds that:

(1) The maximum rent for housing accommodations under paragraphs (c), (d), or (g) of § 1388.864 is higher than the rent generally prevailing in the Defense-Rental for comparable housing accommodations on April 1, 1941; or the maximum rent for housing accommodations under paragraph (e) of § 1388.864 for which the rent was not fixed by the Administrator is higher than such generally prevailing rent.

(2) There has been a substantial deterioration of the housing accommodations other than ordinary wear and tear since the date or order determining its maximum rent.

(3) There has been a substantial decrease in the services, furniture, furnishings or equipment provided with the housing accommodations since the date or order determining its maximum rent.

(4) The rent on the date determining the maximum rent was materially affected by the blood, personal or other special relationship between the landlord and the tenant and as a result was substantially higher than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941.

(5) The rent on the date determining the maximum rent was established by a written lease which provided for a substantially lower rent at other periods during the term of such lease.

(6) The rent on the date determining the maximum rent was substantially higher than at other times of year by reason of seasonal demand for such housing accommodations. In such cases the Administrator's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(d) If the rent on the date determining the maximum rent, or any other fact necessary to the determination of the maximum rent, is in dispute between the landlord and the tenant, or is in doubt, or is not known, the Administrator on petition of the landlord filed prior to July 1, 1942, or at any time on his own initiative, may enter an order fixing the maximum rent by determining such fact; or if the Administrator is unable to ascertain such fact he shall enter the order on the basis of the rent which he finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941.

(e) Where, at the expiration or other termination of an underlying lease or other rental agreement, housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons occupying under a rental agreement with the tenant, the landlord may rent the entire premises for use by similar occupancy for a rent not in excess of the aggregate maximum rents of the separate dwelling units, or may rent the separate dwelling units for rents not in excess of the maximum rents applicable to such units.

Where housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons occupying under a rental agreement with the tenant, the tenant may petition the Administrator for leave to exercise any right he would have except for this Maximum Rent Regulation No. 18 to sell his underlying lease or other rental agreement. The Administrator may grant such petition if he finds that the sale will not result, and that sales of such char-

acter would not be likely to result, in the circumvention or evasion of the Act or this Maximum Rent Regulation No. 18. He may require that the sale be made on such terms as he deems necessary to prevent such circumvention or evasion.

§ 1388.866 *Restrictions on removal of tenant.* (a) So long as the tenant continues to pay the rent to which the landlord is entitled, no tenant shall be removed from any housing accommodations, by action to evict or to recover possession, by exclusion from possession, or otherwise, nor shall any person attempt such removal or exclusion from possession, notwithstanding that such tenant has no lease or that his lease or other rental agreement has expired or otherwise terminated, unless:

(1) The tenant who had a written lease or other written rental agreement, has refused upon demand of the landlord to execute a written extension or renewal thereof for a further term of like duration but not in excess of one year but otherwise on the same terms and conditions as the previous lease or agreement except insofar as such terms and conditions are inconsistent with this Maximum Rent Regulation No. 18; or

(2) The tenant has unreasonably refused the landlord access to the housing accommodations for the purpose of inspection or of showing the accommodations to a prospective purchaser, mortgagee or prospective mortgagee, or other person having a legitimate interest therein: *Provided, however,* That such refusal shall not be ground for removal or eviction if such inspection or showing of the accommodations is contrary to the provisions of the tenant's lease or other rental agreement; or

(3) The tenant (i) has violated a substantial obligation of his tenancy, other than an obligation to pay rent, and has continued, or failed to cure, such violation after written notice by the landlord that the violation cease, or (ii) is committing or permitting a nuisance or is using or permitting a use of the housing accommodations for an immoral or illegal purpose; or

(4) The tenant's lease or other rental agreement has expired or otherwise terminated, and at the time of termination the housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons who occupied under a rental agreement with the tenant; or

(5) The landlord seeks in good faith to recover possession for the immediate purpose of demolishing the housing accommdations or of substantially altering or remodeling it in a manner which cannot practicably be done with the tenant in occupancy and the plans for such alteration or remodeling have been approved by the proper authorities, if such approval is required by local law; or

(6) The landlord seeks in good faith to recover possession of the housing accommodations for immediate use and occupancy as a dwelling by himself, his family or dependents; or he has in good faith contracted in writing to sell the accommodations for immediate use and occupancy by a purchaser, who in good faith has represented in writing that he will use the accommodations as a dwelling for himself, his family or dependents; or the landlord seeks in good faith not to offer the housing accommodations for rent. If a tenant has been removed or evicted under this paragraph (a) (6) from housing accommodations, such accommodations shall not be rented for a period of six months after such removal or eviction without permission of the Administrator. The landlord may petition the Administrator for permission to rent the accommodations during such six month period, and the Administrator shall grant such permission if he finds that the action was in good faith and not for the purpose of evading any provision of the Act or this Maximum Rent Regulation No. 18.

(b) No tenant shall be removed or evicted on grounds other than those stated above unless, on petition of the landlord, the Administrator certifies that the landlord may pursue his remedies in accordance with the requirements of the local law. The Administrator shall so certify if the landlord establishes that removals or evictions of the character proposed are not inconsistent with the purposes of the Act or this Maximum Rent Regulation No. 18 and would not be likely to result in the circumvention or evasion thereof.

(c) Where a tenant is removed or evicted under the provisions of paragraph (a) (4) of this section, or where the tenant's interest in the housing accommodations has terminated because the landlord has sought a higher rent as authorized by § 1388.865 (e), and at the time of such removal, eviction or termination the housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons who occupied under a rental agreement with the tenant, such subtenants or other occupants shall be deemed to become the tenants of the landlord on the same terms and conditions, consistent with this Maximum Rent Regulation No. 18, as they would have held from the tenant if his tenancy had continued and their maximum rents shall remain unchanged: *Provided, however,* That this paragraph shall not prevent the removal or eviction of a subtenant or other such occupant where the tenant rented to such person in violation of the obligations of his tenancy. Persons who continue in occupancy under this paragraph may be removed or evicted as provided in this section.

(d) At the time of commencing any action to remove or evict a tenant (except an action based on non-payment of a rent not in excess of the maximum rent) the landlord shall give written notice thereof to the Area Rent Office stating the title and number of the case, the court in which it is filed, the name and address of the tenant and the grounds on which eviction is sought.

(e) No provision of this section shall be construed to authorize the removal of a tenant unless such removal is authorized under the local law.

§ 1388.867 *Registration.* On or before July 1, 1942, or within 30 days after the property is first rented, whichever date is the later, every landlord of housing accommodations rented or offered for rent shall file in triplicate a written statement on the form provided therefor to be known as a registration statement. The statement shall identfy each dwelling unit and specify the maximum rent provided by this Maximum Rent Regulation No. 18 for such dwelling unit and shall contain such other information as the Administrator shall require. The original shall remain on file with the Administrator and he shall cause one copy to be delivered to the tenant and one copy, stamped to indicate that it is a correct copy of the original, to be returned to the landlord. In any subsequent change of tenancy the landlord shall exhibit to the new tenant his stamped copy of the registration statement, and shall obtain the tenant's signature and date thereof on the back of such statement. Within five days after renting to a new tenant, the landlord shall file a notice on the form provided therefor, on which he shall obtain the tenant's signature, stating that there has been a change in tenancy, that the stamped copy of the registration statement has been exhibited to the new tenant and that the rent for such accommodations is in conformity therewith.

No payment of rent need be made unless the landlord tenders a receipt for the amount to be paid.

When the maximum rent is changed by order of the Administrator the landlord shall deliver his stamped copy of the registration statement to the Area Rent Office for appropriate action reflecting such change.

§ 1388.868 *Inspection.* Any tenant or any person who rents or offers for rent or acts as a broker or agent for the rental of housing accommodations shall permit such inspection of the accommodations by the Administrator as he may, from time to time, require.

§ 1388.869 *Evasion.* The maximum rents and other requirements provided in this Maximum Rent Regulation No. 18 shall not be evaded, either directly or indirectly, in connection with the renting or leasing or the transfer of a lease of housing accommodations, by way of absolute or conditional sale, sale with purchase money or other form of mortgage, or sale with option to repurchase, or by modification of the practices relating to payment of commissions or other charges, or by modification of the services furnished with housing accommodations, or otherwise.

§ 1388.870 *Enforcement.* Persons violating any provision of this Maximum Rent Regulation No. 18 are subject to criminal penalties, civil enforcement actions and suits for treble damages as provided for by the Act.

§ 1388.871 *Procedure.* All registration statements, reports and notices provided for by this Maximum Rent Regulation No. 18 shall be filed with the Area Rent Office. All landlord's petitions and tenant's application shall be filed with such

office in accordance with procedural Regulation No. 3 (§§ 1300.201 to 1300.247, inclusive).

§ 1388.872 *Petitions for amendment.* Persons seeking any amendment of general applicability to any provision of this Maximum Rent Regulation No. 18 may file petitions therefor in accordance with Procedural Regulation No. 3 (§§ 1300.201 to 1300.247, inclusive).

§ 1388.873 *Definitions.* (a) When used in this Maximum Rent Regulation No. 18:

(1) The term "Act" means the Emergency Price Control Act of 1942.

(2) The term "Administrator" means the Price Administrator of the Office of Price Administration, or the Rent Director or such other person or persons as the Administrator may appoint or designate to carry out any of the duties delegated to him by the Act.

(3) The term "Rent Director" means the person designated by the Administrator as director of the Youngstown-Warren Defense-Rental Area or such person or persons as may be designated to carry out any of the duties delegated to the Rent Director by the Administrator.

(4) The term "Area Rent Office" means the office of the Rent Director in the Youngstown-Warren Defense-Rental Area.

(5) The term "person" includes an individual, corporation, partnership, association, or any other organized group of persons, or legal successor or representative of any of the foregoing, and includes the United States or any agency thereof, or any other government, or any of its political subdivisions, or any agency of any of the foregoing.

(6) The term "Housing accommodations" means any building, structure, or part thereof, or land appurtenant thereto, or any other real or personal property rented or offered for rent for living or dwelling purposes, together with all privileges, services, furnishings, furniture, equipment, facilities and improvements connected with the use or occupancy of such property.

(7) The term "services" includes repairs, decorating and maintenance, the furnishing of light, heat, hot and cold water, telephone, elevator service, window shades, and storage, kitchen, bath, and laundry facilities and privileges, maid service, linen service, janitor service, the removal of refuse and any other privilege or facility connected with the use or occupancy of housing accommodations.

(8) The term "landlord" includes an owner, lessor, sublessor, assignee or other person receiving or entitled to receive rent for the use or occupancy of any housing accommodations, or an agent of any of the foregoing.

(9) The term "tenant" includes a subtenant, lessee, sublessee, or other person entitled to the possession or to the use or occupancy of any housing accommodations.

(10) The term "rent" means the consideration, including any bonus, benefit, or gratuity, demanded or received for the use or occupancy of housing accommodations or for the transfer of a lease of such accommodations.

(11) The term "hotel" means any establishment generally recognized as such in its community, containing more than 50 rooms and used predominantly for transient occupancy.

(12) The term "rooming house" means, in addition to its customary usage, a building or portion of a building other than a hotel in which a furnished room or rooms not constituting an apartment are rented on a short time basis of daily, weekly or monthly occupancy to more than two paying tenants not members of the landlord's immediate family. The term includes boarding houses, dormitories, auto camps, trailers, residence clubs, tourist homes or cabins, and all other establishments of a similar nature.

(b) Unless the context otherwise requires, the definitions set forth in section 302 of the Emergency Price Control Act of 1942 shall apply to other terms used in this Maximum Rent Regulation No. 18.

§ 1388.874 *Effective date of regulation:* This Maximum Rent Regulation No. 18 (§§ 1388.861 to 1388.874, inclusive) shall become effective June 1, 1942.

Issued this 27th day of May 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-4940; Filed, May 27, 1942; 3:50 p. m.]

PART 1388—DEFENSE-RENTAL AREAS

[Maximum Rent Regulation No. 19]

HOUSING ACCOMMODATIONS OTHER THAN HOTELS AND ROOMING HOUSES IN A PORTION OF THE HAMPTON ROADS DEFENSE-RENTAL AREA

In the judgment of the Administrator, rents for housing accommodations within that portion of the Hampton Roads Defense-Rental Area designated in the Designation and Rent Declaration (§§ 1388.901 to 1388.905, inclusive) issued by the Administrator on March 2, 1942 (consisting of the Independent Cities of Hampton, Newport News, Norfolk, Portsmouth, and South Norfolk; the county of Elizabeth City in its entirety; the Magisterial Districts of Deep Creek, Tanners Creek, Washington, and Western Branch, in the county of Norfolk; the Magisterial Districts of Kempsville and Lynnhaven, in the county of Princess Anne; and the Magisterial District of Newport, in the county of Warwick, all in the State of Virginia), have not been reduced and stabilized by State or local regulation, or otherwise, in accordance with the recommendations set forth in said Designation and Rent Declaration.

The Administrator has ascertained and given due consideration to the rents prevailing for housing accommodations within the said portion of the Hampton Roads Defense-Rental Area on or about April 1, 1941. It is his judgment that defense activities had not resulted in increases in rents for such housing accommodations inconsistent with the purposes of the Emergency Price Control Act of 1942 prior to April 1, 1941, but did result in such increases commencing on or about that date. The Administrator has made adjustments for such relevant factors as he has determined and deemed to be of general applicability in respect of such housing accommodations, including increases or decreases in property taxes and other costs.

In the judgment of the Administrator the maximum rents established by this Maximum Rent Regulation No. 19 for housing accommodations within the said portion of the Hampton Roads Defense-Rental Area will be generally fair and equitable and will effectuate the purposes of the Emergency Price Control Act of 1942.

Therefore, under the authority vested in the Administrator by the Act, this Maximum Rent Regulation No. 19 is hereby issued.

AUTHORITY: §§ 1388.911 to 1388.924, inclusive, issued under Pub. Law 421, 77th Cong.

§ 1388.911 *Scope of regulation.* (a) This Maximum Rent Regulation No. 19 establishes the maximum rents which may be demanded or received for use or occupancy on and after June 1, 1942 of all housing accommodations within that portion of the Hampton Roads Defense-Rental Area designated in the Designation and Rent Declaration (§§ 1388.901 to 1388.905, inclusive) issued by the Administrator on March 2, 1942 (consisting of the Independent Cities of Hampton, Newport News, Norfolk, Portsmouth, and South Norfolk; the county of Elizabeth City; the Magisterial Districts of Deep Creek, Tanners Creek, Washington, and Western Branch, in the county of Norfolk; the Magisterial Districts of Kempsville and Lynnhaven, in the county of Princess Anne; and the Magisterial District of Newport, in the county of Warwick, all in the State of Virginia—hereinafter referred to in this Maximum Rent Regulation No. 19 as the "Defense-Rental Area"), except as provided in paragraph (b) of this section.

(b) This Maximum Rent Regulation No. 19 does not apply to the following:

(1) Housing accommodations situated on a farm and occupied by a tenant who is engaged for a substantial portion of his time in farming operations thereon;

(2) Dwelling space occupied by domestic servants, caretakers, managers, or other employees to whom the space is provided as part of their compensation and who are employed for the purpose of rendering services in connection with the premises of which the dwelling space is a part;

(3) Housing accommodations within hotels or rooming houses; provided that this Maximum Rent Regulation No. 19 does apply to premises or structures though used as hotels or rooming houses;

(c) The provisions of any lease or other rental agreement shall remain in force pursuant to the terms thereof, except insofar as those provisions are inconsistent with this Maximum Rent Regulation No. 19.

(d) An agreement by the tenant to waive the benefit of any provision of this Maximum Rent Regulation No. 19 is void. A tenant shall not be entitled by reason of this Maximum Rent Regulation No. 19 to refuse to pay or to recover any portion of any rents due or paid for use or occupancy prior to June 1, 1942.

§ 1388.912 *Prohibition against higher than maximum rents.* Regardless of any contract, agreement, lease or other obligation heretofore or hereafter entered into, no person shall demand or receive any rent for use or occupancy on and after June 1, 1942 of any housing accommodations within the Defense-Rental Area higher than the maximum rents provided by this Maximum Rent Regulation No. 19; and no person shall offer, solicit, attempt, or agree to do any of the foregoing. Lower rents than those provided by this Maximum Rent Regulation No. 19 may be demanded or received.

§ 1388.913 *Minimum services.* The maximum rents provided by this Maximum Rent Regulation No. 19 are for housing accommodations including, as a minimum, services of the same type, quantity, and quality as those provided on the date determining the maximum rent. If, on June 1, 1942, the services provided for housing accommodations are less than such minimum services, the landlord shall either restore and maintain the minimum services or, before July 1, 1942, file a petition pursuant to § 1388.915 (b) for approval of the decreased services. In all other cases the landlord shall provide the minimum services unless and until an order is entered pursuant to § 1388.915 (b) approving a decrease of such services.

§ 1388.914. *Maximum rents.* Maximum rents (unless and until changed by the Administrator as provided in § 1388.915) shall be:

(a) For housing accommodations rented on April 1, 1941, the rent for such accommodations on that date.

(b) For housing accommodations not rented on April 1, 1941, but rented at any time during the two months ending on that date, the last rent for such accommodations during that two month period.

(c) For housing accommodations not rented on April 1, 1941 nor during the two months ending on that date, but rented prior to June 1, 1942, the first rent for such accommodations after April 1, 1941. On or before July 1, 1942 every landlord of housing accommodations under this subsection shall file a report on the form provided for each of such accommodations stating the maximum rent and such other information as may be required. The Administrator may order a decrease in the maximum rent as provided in § 1388.915 (c).

(d) For (1) newly constructed housing accommodations without priority rating first rented after April 1, 1941, and before June 1, 1942, or (2) housing accommodations changed between those dates so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations changed between those dates from unfurnished to fully furnished, or from fully furnished to unfurnished, or (4) housing accommodations substantially changed between those dates by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, the first rent for such accommodations after such construction or change: *Provided, however,* That, where such first rent was fixed by a lease which was in force at the time of a major capital improvement, the maximum rent shall be the first rent after termination of such lease. On or before July 1, 1942, every landlord of housing accommodations under this paragraph shall file a report on the form provided for each of such accommodations stating the maximum rent and such other information as may be required. The Administrator may order a decrease in the maximum rent as provided in § 1388.915 (c).

(e) For (1) newly constructed housing accommodations without priority rating first rented on or after June 1, 1942, or (2) housing accommodations changed on or after that date so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations not rented at any time between February 1, 1941 and June 1, 1942, the rent fixed by the Administrator. The landlord shall, prior to renting and in time to allow 15 days for action thereon, file a petition requesting the Administrator to enter an order fixing the maximum rent therefor. Such order shall be entered on the basis of the rent which the Administrator finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941. In cases involving construction due consideration shall be given to increased costs of construction, if any, since April 1, 1941.

If no order is entered on such petition within 15 days after filing, the landlord may rent such accommodations and the first rent therefor shall be the maximum rent. Within 5 days after so renting, the landlord shall report the maximum rent. The Administrator may order a decrease in such maximum rent as provided in § 1388.915 (c).

(f) For housing accommodations constructed with priority rating from the United States or any agency thereof for which the rent has been heretofore or is hereafter approved by the United States or any agency thereof, the rent so approved but in no event more than the first rent for such accommodations.

(g) For housing accommodations owned by the United States or any agency thereof, or any corporation owned thereby, or by the State of Virginia or any of its political subdivisions or any agency of any of the foregoing, the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941, as determined by the owner of such accommodations. The Administrator may order a decrease in the maximum rent as provided in § 1388.915 (c).

§ 1388.915 *Adjustments and other determinations.* In the circumstances enumerated in this section, the Administrator may issue an order changing the maximum rents otherwise allowable or the minimum services required. In those cases involving a major capital improvement, an increase or decrease in the furniture, furnishings or equipment, an increase or decrease of services, or a deterioration, the adjustment in the maximum rent shall be the amount the Administrator finds would have been on April 1, 1941, the difference in the rental value of the housing accommodations by reason of such change. In all other cases, except those under paragraphs (a) (7) and (c) (6) of this section, the adjustment shall be on the basis of the rent which the Administrator finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941. In cases involving construction due consideration shall be given to increased costs of construction, if any, since April 1, 1941. In cases under paragraphs (a) (7) and (c) (6) of this section the adjustment shall be on the basis of the rents which the Administrator finds were generally prevailing in the Defense-Rental Area for comparable housing accommodations during the year ending on April 1, 1941.

(a) Any landlord may file a petition for adjustment to increase the maximum rent otherwise allowable, only on the grounds that:

(1) There has been on or after June 1, 1942, a substantial change in the housing accommodations by a major capital improvement as distinguished from ordinary repair, replacement and maintenance.

(2) There was, prior to April 1, 1941 and within the six months ending on that date, a substantial change in the housing accommodations by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, and the rent on April 1, 1941, was fixed by a lease which was in force at the time of such change.

(3) There has been a substantial increase in the services, furniture, furnishings or equipment provided with the housing accommodations since the date or order determining its maximum rent.

(4) The rent on the date determining the maximum rent was materially affected by the blood, personal or other special relationship between the landlord and the tenant and as a result was substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941.

(5) There was in force on April 1, 1941, a written lease, which had been in force for more than one year on that date, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941: *Provided,* That no increase shall be granted while the lease remains in force.

(6) The rent on the date determining the maximum rent was established by a

written lease which provided for a substantially higher rent at other periods during the term of such lease: *Provided,* That no increase shall be granted in excess of the rent provided by said lease while it remains in force.

(7) The rent on the date determining the maximum rent was substantially lower than at other times of year by reason of seasonal demand for such housing accommodations. In such cases the Administrator's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(b) If, on June 1, 1942, the services provided for housing acommodations are less than those provided on the date determining the maximum rent, the landlord shall either restore the services to those provided on the date determining the maximum rent and maintain such services or, before July 1, 1942, file a petition requesting approval of the decreased services. Except as above provided, the landlord shall maintain the minimum services unless and until he has filed a petition to decrease services and an order permitting a decrease has been entered thereon; however, if it is impossible to provide the minimum services, he shall file a petition within five days after the change of services occurs. The order on any petition under this subsection may require an appropriate adjustment in the maximum rent.

(c) The Administrator at any time, on his own initiative or on application of the tenant, may order a decrease of the maximum rent otherwise allowable, only on the grounds that:

(1) The maximum rent for housing accommodations under paragraphs (c), (d), or (g) of § 1388.914 is higher than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941; or the maximum rent for housing accommodations under paragraph (e) of § 1388.914 for which the rent was not fixed by the Administrator is higher than such generally prevailing rent.

(2) There has been a substantial deterioration of the housing accommodations other than ordinary wear and tear since the date or order determining its maximum rent.

(3) There has been a substantial decrease in the services, furniture, furnishings or equipment provided with the housing accommodations since the date or order determining its maximum rent.

(4) The rent on the date determining the maximum rent was materially affected by the blood, personal or other special relationship between the landlord and the tenant and as a result was substantially higher than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941.

(5) The rent on the date determining the maximum rent was established by a written lease which provided for a substantially lower rent at other periods during the term of such lease.

(6) The rent on the date determining the maximum rent was substantially higher than at other times of year by reason of seasonal demand for such housing accommodations. In such cases the Administrator's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(d) If the rent on the date determining the maximum rent, or any other fact necessary to the determination of the maximum rent, is in dispute between the landlord and the tenant, or is in doubt, or is not known, the Administrator on petition of the landlord filed prior to July 1, 1942, or at any time on his own initiative, may enter an order fixing the maximum rent by determining such fact; or if the Administrator is unable to ascertain such fact he shall enter the order on the basis of the rent which he finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941.

(e) Where, at the expiration or other termination of an underlying lease or other rental agreement, housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons occupying under a rental agreement with the tenant, the landlord may rent the entire premises for use by similar occupancy for a rent not in excess of the aggregate maximum rents of the separate dwelling units, or may rent the separate dwelling units for rents not in excess of the maximum rents applicable to such units.

Where housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons occupying under a rental agreement with the tenant, the tenant may petition the Administrator for leave to exercise any right he would have except for this Maximum Rent Regulation No. 19 to sell his underlying lease or other rental agreement. The Administrator may grant such petition if he finds that the sale will not result, and that sales of such character would not be likely to result, in the circumvention or evasion of the Act or this Maximum Rent Regulation No. 19. He may require that the sale be made on such terms as he deems necessary to prevent such circumvention or evasion.

§ 1388.916 *Restrictions on removal of tenant.* (a) So long as the tenant continues to pay the rent to which the landlord is entitled, no tenant shall be removed from any housing accommodations, by action to evict or to recover possession, by exclusion from possession, or otherwise, nor shall any person attempt such removal or exclusion from possession, notwithstanding that such tenant has no lease or that his lease or other rental agreement has expired or otherwise terminated, unless:

(1) The tenant, who had a written lease or other written rental agreement, has refused upon demand of the landlord to execute a written extension or renewal thereof for a further term of like duration but not in excess of one year but otherwise on the same terms and conditions as the previous lease or agreement except insofar as such terms and conditions are inconsistent with this Maximum Rent Regulation No. 19; or

(2) The tenant has unreasonably refused the landlord access to the housing accommodations for the purpose of inspection or of showing the accommodations to a prospective purchaser, mortgagee or prospective mortgagee, or other person having a legitimate interest therein; *Provided, however,* That such refusal shall not be ground for removal or eviction if such inspection or showing of the accommodations is contrary to the provisions of the tenant's lease or other rental agreement; or

(3) The tenant (i) has violated a substantial obligation of his tenancy, other than an obligation to pay rent, and has continued, or failed to cure, such violation after written notice by the landlord that the violation cease, or (ii) is committing or permitting a nuisance or is using or permitting a use of the housing accommodations for an immoral or illegal purpose; or

(4) The tenant's lease or other rental agreement has expired or otherwise terminated, and at the time of termination the housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons who occupied under a rental agreement with the tenant; or

(5) The landlord seeks in good faith to recover possession for the immediate purpose of demolishing the housing accommodations or of substantially altering or remodeling it in a manner which cannot practicably be done with the tenant in occupancy and the plans for such alteration or remodeling have been approved by the proper authorities, if such approval is required by local law; or

(6) The landlord seeks in good faith to recover possession of the housing accommodations for immediate use and occupancy as a dwelling by himself, his family or dependents; or he has in good faith contracted in writing to sell the accommodations for immediate use and occupancy by a purchaser, who in good faith has represented in writing that he will use the accommodations as a dwelling for himself, his family or dependents; or the landlord seeks in good faith not to offer the housing accommodations for rent. If a tenant has been removed or evicted under this paragraph (a) (6) from housing accommodations, such accommodations shall not be rented for a period of six months after such removal or eviction without permission of the Administrator. The landlord may petition the Administrator for permission to rent the accommodations during such six month period, and the Administrator shall grant such permission if he finds that the action was in good faith and not for the purpose of evading any provision of the Act or this Maximum Rent Regulation No. 19.

(b) No tenant shall be removed or evicted on grounds other than those stated above unless, on petition of the landlord, the Administrator certifies that the landlord may pursue his remedies in accordance with the requirements of the local law. The Administrator shall so certify if the landlord establishes that

removals or evictions of the character proposed are not inconsistent with the purposes of the Act or this Maximum Rent Regulation No. 19 and would not be likely to result in the circumvention or evasion thereof.

(c) Where a tenant is removed or evicted under the provisions of paragraph (a) (4) of this section, or where the tenant's interest in the housing accommodations has terminated because the landlord has sought a higher rent as authorized by § 1388.915 (e), and at the time of such removal, eviction or termination the housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons who occupied under a rental agreement with the tenant, such subtenants or other occupants shall be deemed to become the tenants of the landlord on the same terms and conditions, consistent with this Maximum Rent Regulation No. 19 as they would have held from the tenant if his tenancy had continued and their maximum rents shall remain unchanged: *Provided, however,* That this paragraph shall not prevent the removal or eviction of a subtenant or other such occupant where the tenant rented to such person in violation of the obligations of his tenancy. Persons who continue in occupancy under this paragraph may be removed or evicted as provided in this section.

(d) At the time of commencing any action to remove or evict a tenant (except an action based on non-payment of a rent not in excess of the maximum rent) the landlord shall give written notice thereof to the Area Rent Office stating the title and number of the case, the court in which it is filed, the name and address of the tenant and the grounds on which eviction is sought.

(e) No provision of this section shall be construed to authorize the removal of a tenant unless such removal is authorized under the local law.

§ 1388.917 *Registration.* On or before July 1, 1942, or within 30 days after the property is first rented, whichever date is the later, every landlord of housing accommodations rented or offered for rent shall file in triplicate a written statement on the form provided therefor to be known as a registration statement. The statement shall identify each dwelling unit and specify the maximum rent provided by this Maximum Rent Regulation No. 19 for such dwelling unit and shall contain such other information as the Administrator shall require. The original shall remain on file with the Administrator and he shall cause one copy to be delivered to the tenant and one copy, stamped to indicate that it is a correct copy of the original, to be returned to the landlord. In any subsequent change of tenancy the landlord shall exhibit to the new tenant his stamped copy of the registration statement, and shall obtain the tenant's signature and the date thereof on the back of such statement. Within five days after renting to a new tenant, the landlord shall file a notice on the form provided therefor, on which he shall obtain the tenant's signature, stating that there has been a change in tenancy, that the stamped copy of the registration statement has been exhibited to the new tenant and that the rent for such accommodations is in conformity therewith.

No payment of rent need be made unless the landlord tenders a receipt for the amount to be paid.

When the maximum rent is changed by order of the Administrator the landlord shall deliver his stamped copy of the registration statement to the Area Rent Office for appropriate action reflecting such change.

§ 1388.918 *Inspection.* Any tenant or any person who rents or offers for rent or acts as a broker or agent for the rental of housing accommodations shall permit such inspection of the accommodations by the Administrator as he may, from time to time, require.

§ 1388.919 *Evasion.* The maximum rents and other requirements provided in this Maximum Rent Regulation No. 19 shall not be evaded, either directly or indirectly, in connection with the renting or leasing or the transfer of a lease of housing accommodations, by way of absolute or conditional sale, sale with purchase money or other form of mortgage, or sale with option to repurchase, or by modification of the practices relating to payment of commissions or other charges, or by modification of the services furnished with housing accommodations, or otherwise.

§ 1388.920 *Enforcement.* Persons violating any provision of this Maximum Rent Regulation No. 19 are subject to criminal penalties, civil enforcement actions and suits for treble damages as provided for by the Act.

§ 1388.921 *Procedure.* All registration statements, reports and notices provided for by this Maximum Rent Regulation No. 19 shall be filed with the Area Rent Office. All landlord's petitions and tenant's applications shall be filed with such office in accordance with Procedural Regulation No. 3 (§§ 1300.201 to 1300.247, inclusive).

§ 1388.922 *Petitions for amendment.* Persons seeking any amendment of general applicability to any provision of this Maximum Rent Regulation No. 19 may file petitions therefor in accordance with Procedural Regulation No. 3 (§§ 1300.201 to 1300.247, inclusive).

§ 1388.923 *Definitions.* (a) When used in this Maximum Rent Regulation No. 19:

(1) The term "Act" means the Emergency Price Control Act of 1942.

(2) The term "Administrator" means the Price Administrator of the Office of Price Administration, or the Rent Director or such other person or persons as the Administrator may appoint or designate to carry out any of the duties delegated to him by the Act.

(3) The term "Rent Director" means the person designated by the Administrator as director of the Hampton Roads Defense-Rental Area or such person or persons as may be designated to carry out any of the duties delegated to the Rent Director by the Administrator.

(4) The term "Area Rent Office" means the office of the Rent Director in the Hampton Roads Defense-Rental Area.

(5) The term "person" includes an individual, corporation, partnership, association, or any other organized group of persons, or legal successor or representative of any of the foregoing, and includes the United States or any agency thereof, or any other government, or any of its political subdivisions, or any agency of any of the foregoing.

(6) The term "housing accommodations" means any building, structure, or part thereof, or land appurtenant thereto, or any other real or personal property rented or offered for rent for living or dwelling purposes, together with all privileges, services, furnishings, furniture, equipment, facilities and improvements connected with the use or occupancy of such property.

(7) The term "services" includes repairs, decorating and maintenance, the furnishing of light, heat, hot and cold water, telephone, elevator service, window shades, and storage, kitchen, bath, and laundry facilities and privileges, maid service, linen service, janitor service, the removal of refuse and any other privilege or facility connected with the use or occupancy of housing accommodations.

(8) The term "landlord" includes an owner, lessor, sublessor, assignee or other person receiving or entitled to receive rent for the use or occupancy of any housing accommodations, or an agent of any of the foregoing.

(9) The term "tenant" includes a subtenant, lessee, sublessee, or other person entitled to the possession or to the use or occupancy of any housing accommodations.

(10) The term "rent" means the consideration, including any bonus, benefit, or gratuity, demanded or received for the use or occupancy of housing accommodations or for the transfer of a lease of such accommodations.

(11) The term "hotel" means any establishment generally recognized as such in its community, containing more than 50 rooms and used predominantly for transient occupancy.

(12) The term "rooming house" means in addition to its customary usage, a building or portion of a building other than a hotel in which a furnished room or rooms not constituting an apartment are rented on a short time basis of daily, weekly or monthly occupancy to more than two paying tenants not members of the landlord's immediate family. The term includes boarding houses, dormitories, auto camps, trailers, residence clubs, tourist homes or cabins, and all other establishments of a similar nature.

(b) Unless the context otherwise requires, the definitions set forth in Section 302 of the Emergency Price Control Act of 1942 shall apply to other terms

used in this Maximum Rent Regulation No. 19.

§ 1388.924 *Effective date of the regulation.* This Maximum Rent Regulation No. 19 (§§ 1388.911 to 1388.924, inclusive) shall become effective June 1, 1942.

Issued this 27th day of May 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-4941; Filed, May 27, 1942; 3:51 p. m.]

PART 1388—DEFENSE-RENTAL AREAS

[Maximum Rent Regulation No. 20]

HOUSING ACCOMMODATIONS OTHER THAN HOTELS AND ROOMING HOUSES IN THE PUGET SOUND DEFENSE-RENTAL AREA

In the judgment of the Administrator, rents for housing accommodations within the Puget Sound Defense-Rental Area, as designated in the Designation and Rent Declaration issued by the Administrator on March 2, 1942 (§§ 1388.951 to 1388.955, inclusive), have not been reduced and stabilized by State or local regulation, or otherwise, in accordance with the recommendations set forth in said Designation and Rent Declaration.

The Administrator has ascertained and given due consideration to the rents prevailing for housing accommodations within the Puget Sound Defense-Rental Area on or about April 1, 1941. It is his judgment that defense activities had not resulted in increases in rents for such housing accommodations inconsistent with the purposes of the Emergency Price Control Act of 1942 prior to April 1, 1941, but did result in such increases commencing on or about that date. The Administrator has made adjustments for such relevant factors as he has determined and deemed to be of general applicability in respect of such housing accommodations, including increases or decreases in property taxes and other costs.

In the judgment of the Administrator the maximum rents established by this Maximum Rent Regulation for housing accommodations within the Puget Sound Defense-Rental Area will be generally fair and equitable and will effectuate the purposes of the Emergency Price Control Act of 1942.

Therefore, under the authority vested in the Administrator by the Act, this Maximum Rent Regulation No. 20 is hereby issued.

AUTHORITY: §§ 1388.961 to 1388.974, inclusive, issued under Pub. Law 421, 77th Cong.

§ 1388.961 *Scope of regulation.* (a) This Maximum Rent Regulation No. 20 establishes the maximum rents which may be demanded or received for use or occupancy on and after June 1, 1942, of all housing accommodations within the Puget Sound Defense-Rental Area, as designated in the Designation and Rent Declaration issued by the Administrator on March 2, 1942. (§§ 1388.951 to 1388.955, inclusive), except as provided in paragraph (b) of this section.

(b) This Maximum Rent Regulation No. 20 does not apply to the following:

(1) Housing accommodations situated on a farm and occupied by a tenant who is engaged for a substantial portion of his time in farming operations thereon;

(2) Dwelling space occupied by domestic servants, caretakers, managers, or other employees to whom the space is provided as part of their compensation and who are employed for the purpose of rendering services in connection with the premises of which the dwelling space is a part;

(3) Housing accommodations within hotels or rooming houses: *Provided*, That this Maximum Rent Regulation No. 20 does apply to premises or structures though used as hotels or rooming houses.

(c) The provisions of any lease or other rental agreement shall remain in force pursuant to the terms thereof, except insofar as those provisions are inconsistent with this Maximum Rent Regulation No. 20.

(d) An agreement by the tenant to waive the benefit of any provision of this Maximum Rent Regulation No. 20 is void. A tenant shall not be entitled by reason of this Maximum Rent Regulation No. 20 to refuse to pay or to recover any portion of any rents due or paid for use or occupancy prior to June 1, 1942.

§ 1388.962 *Prohibition against higher than maximum rents.* Regardless of any contract, agreement, lease or other obligation heretofore or hereafter entered into, no person shall demand or receive any rent for use or occupancy on and after June 1, 1942, of any housing accommodations within the Defense-Rental Area higher than the maximum rents provided by this Maximum Rent Regulation No. 20; and no person shall offer, solicit, attempt, or agree to do any of the foregoing. Lower rents than those provided by this Maximum Rent Regulation No. 20 may be demanded or received.

§ 1388.963 *Minimum services.* The maximum rents provided by this Maximum Rent Regulation No. 20 are for housing accommodations including, as a minimum, services of the same type, quantity, and quality as those provided on the date determining the maximum rent. If, on June 1, 1942, the services provided for housing accommodations are less than such minimum services, the landlord shall either restore and maintain the minimum services or, before July 1, 1942, file a petition pursuant to § 1388.965 (b) for approval of the decreased services. In all other cases the landlord shall provide the minimum services unless and until an order is entered pursuant to § 1388.965 (b) approving a decrease of such services.

§ 1388.964 *Maximum rents.* Maximum rents (unless and until changed by the Administrator as provided in § 1388.-965) shall be:

(a) For housing accommodations rented on April 1, 1941, the rent for such accommodations on that date.

(b) For housing accommodations not rented on April 1, 1941, but rented at any time during the two months ending on that date, the last rent for such accommodations during that two month period.

(c) For housing accommodations not rented on April 1, 1941, nor during the two months ending on that date, but rented prior to June 1, 1942, the first rent for such accommodations after April 1, 1941. On or before July 1, 1942, every landlord of housing accommodations under this subsection shall file a report on the form provided for each of such accommodations stating the maximum rent and such other information as may be required. The Administrator may order a decrease in the maximum rent as provided in § 1388.965 (c).

(d) For (1) newly constructed housing accommodations without priority rating first rented after April 1, 1941, and before June 1, 1942, or (2) housing accommodations changed between those dates so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations changed between those dates from unfurnished to fully furnished, or from fully furnished to unfurnished, or (4) housing accommodations substantially changed between those dates by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, the first rent for such accommodations after such construction or change: *Provided, however*, That where such first rent was fixed by a lease which was in force at the time of a major capital improvement, the maximum rent shall be the first rent after termination of such lease. On or before July 1, 1942, every landlord of housing accommodations under this subsection shall file a report on the form provided for each of such accommodations stating the maximum rent and such other information as may be required. The Administrator may order a decrease in the maximum rent as provided in § 1388.965 (c).

(e) For (1) newly constructed housing accommodations without priority rating first rented on or after June 1, 1942, or (2) housing accommodations changed on or after that date so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations not rented at any time between February 1, 1941, and June 1, 1942, the rent fixed by the Administrator. The landlord shall, prior to renting and in time to allow 15 days for action thereon, file a petition requesting the Administrator to enter an order fixing the maximum rent therefor. Such order shall be entered on the basis of the rent which the Administrator finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941. In cases involving construction due consideration shall be given to increased costs of construction, if any, since April 1, 1941.

If no order is entered on such petition within 15 days after filing, the landlord may rent such accommodations and the first rent therefor shall be the maximum rent. Within 5 days after so renting, the landlord shall report the maximum rent. The Administrator may order a

decrease in such maximum rent as provided in Section 1388.965 (c).

(f) For housing accommodations constructed with priority rating from the United States or any agency thereof for which the rent has been heretofore or is hereafter approved by the United States or any agency thereof, the rent so approved but in no event more than the first rent for such accommodations.

(g) For housing accommodations owned by the United States or any agency thereof, or any corporation owned thereby, or by the State of Washington or any of its political subdivisions or any agency of any of the foregoing, the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941, as determined by the owner of such accommodations. The Administrator may order a decrease in the maximum rent as provided in § 1388.965 (c).

§ 138.965 *Adjustments and other determinations.* In the circumstances enumerated in this section, the Administrator may issue an order changing the maximum rents otherwise allowable or the minimum services required. In those cases involving a major capital improvement, an increase or decrease in the furniture, furnishings or equipment, an increase or decrease of services, or a deterioration, the adjustment in the maximum rent shall be the amount the Administrator finds would have been on April 1, 1941 the difference in the rental value of the housing accommodations by reason of such change. In all other cases, except those under paragraphs (a) (7) and (c) (6) of this section, the adjustment shall be on the basis of the rent which the Administrator finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941. In cases involving construction due consideration shall be given to increased costs of construction, if any, since April 1, 1941. In cases under paragraphs (a) (7) and (c) (6) of this section the adjustment shall be on the basis of the rents which the Administrator finds were generally prevailing in the Defense-Rental Area for comparable housing accommodations during the year ending on April 1, 1941.

(a) Any landlord may file a petition for adjustment to increase the maximum rent otherwise allowable, only on the grounds that:

(1) There has been on or after June 1, 1942, a substantial change in the housing accommodations by a major capital improvement as distinguished from ordinary repair, replacement and maintenance.

(2) There was, prior to April 1, 1941, and within the six months ending on that date, a substantial change in the housing accommodations by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, and the rent on April 1, 1941, was fixed by a lease which was in force at the time of such change.

(3) There has been a substantial increase in the services, furniture, furnishings or equipment provided with the housing accommodations since the date or order determining its maximum rent.

(4) The rent on the date determining the maximum rent was materially affected by the blood, personal or other special relationship between the landlord and the tenant and as a result was substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941.

(5) There was in force on April 1, 1941, a written lease, which had been in force for more than one year on that date, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941: *Provided,* That no increase shall be granted while the lease remains in force.

(6) The rent on the date determining the maximum rent was established by a written lease which provided for a substantially higher rent at other periods during the term of such lease: *Provided,* That no increase shall be granted in excess of the rent provided by said lease while it remains in force.

(7) The rent on the date determining the maximum rent was substantially lower than at other times of year by reason of seasonal demand for such housing accommodations. In such cases the Administrator's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(b) If, on June 1, 1942, the services provided for housing accommodations are less than those provided on the date determining the maximum rent, the landlord shall either restore the services to those provided on the date determining the maximum rent and maintain such services or, before July 1, 1942, file a petition requesting approval of the decreased services. Except as above provided, the landlord shall maintain the minimum services unless and until he has filed a petition to decrease services and an order permitting a decrease has been entered thereon; however, if it is impossible to provide the minimum services, he shall file a petition within five days after the change of services occurs. The order on any petition under this subsection may require an appropriate adjustment in the maximum rent.

(c) The Administrator at any time, on his own initiative or on application of the tenant, may order a decrease of the maximum rent otherwise allowable, only on the grounds that:

(1) The maximum rent for housing accommodations under paragraphs (c), (d), or (g) of § 1388.964 is higher than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941; or the maximum rent for housing accommodations under paragraph (c) of § 1388.964 for which the rent was not fixed by the Administrator is higher than such generally prevailing rent.

(2) There has been a substantial deterioration of the housing accommodations other than ordinary wear and tear since the date or order determining its maximum rent.

(3) There has been a substantial decrease in the services, furniture, furnishings or equipment provided with the housing accommodations since the date or order determining its maximum rent.

(4) The rent on the date determining the maximum rent was materially affected by the blood, personal or other special relationship between the landlord and the tenant and as a result was substantially higher than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941.

(5) The rent on the date determining the maximum rent was established by a written lease which provided for a substantially lower rent at other periods during the term of such lease.

(6) The rent on the date determining the maximum rent was substantially higher than at other times of year by reason of seasonal demand for such housing accommodations. In such cases the Administrator's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(d) If the rent on the date determining the maximum rent, or any other fact necessary to the determination of the maximum rent, is in dispute between the landlord and the tenant, or is in doubt, or is not known, the Administrator on petition of the landlord filed prior to July 1, 1942, or at any time on his own initiative, may enter an order fixing the maximum rent by determining such fact; or if the Administrator is unable to ascertain such fact he shall enter the order on the basis of the rent which he finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on April 1, 1941.

(e) Where, at the expiration or other termination of an underlying lease or other rental agreement, housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons occupying under a rental agreement with the tenant, the landlord may rent the entire premises for use by similar occupancy for a rent not in excess of the aggregate maximum rents of the separate dwelling units, or may rent the separate dwelling units for rents not in excess of the maximum rents applicable to such units.

Where housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons occupying under a rental agreement with the tenant, the tenant may petition the Administrator for leave to exercise any right he would have except for this Regulation to sell his underlying lease or other rental agreement. The Administrator may grant such petition if he finds that the sale will not result, and that sales of such character would not be likely to result, in the circumvention or evasion of the Act or this Maximum Rent Regulation No. 20. He may require that the sale be made on such terms as he deems

necessary to prevent such circumvention or evasion.

§ 1388.966 *Restrictions on removal of tenant.* (a) So long as the tenant continues to pay the rent to which the landlord is entitled, no tenant shall be removed from any housing accommodations, by action to evict or to recover possession, by exclusion from possession, or otherwise, nor shall any person attempt such removal or exclusion from possession, notwithstanding that such tenant has no lease or that his lease or other rental agreement has expired or otherwise terminated, unless:

(1) The tenant, who had a written lease or other written rental agreement, has refused upon demand of the landlord to execute a written extension or renewal thereof for a further term of like duration but not in excess of one year but otherwise on the same terms and conditions as the previous lease or agreement except insofar as such terms and conditions are inconsistent with this Maximum Rent Regulation No. 20; or

(2) The tenant has unreasonably refused the landlord access to the housing accommodations for the purpose of inspection or of showing the accommodations to a prospective purchaser, mortgagee or prospective mortgagee, or other person having a legitimate interest therein: *Provided, however,* That such refusal shall not be ground for removal or eviction if such inspection or showing of the accommodations is contrary to the provisions of the tenant's lease or other rental agreement; or

(3) The tenant (i) has violated a substantial obligation of his tenancy, other than an obligation to pay rent, and has continued, or failed to cure, such violation after written notice by the landlord that the violation cease, or (ii) is committing or permitting a nuisance or is using or permitting a use of the housing accommodations for an immoral or illegal purpose; or

(4) The tenant's lease or other rental agreement has expired or otherwise terminated, and at the time of termination the housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons who occupied under a rental agreement with the tenant; or

(5) The landlord seeks in good faith to recover possession for the immediate purpose of demolishing the housing accommodations or of substantially altering or remodeling it in a manner which cannot practicably be done with the tenant in occupancy and the plans for such alteration or remodeling have been approved by the proper authorities, if such approval is required by local law; or

(6) The landlord seeks in good faith to recover possession of the housing accommodations for immediate use and occupancy as a dwelling by himself, his family or dependents; or he has in good faith contracted in writing to sell the accommodations for immediate use and occupancy by a purchaser, who in good faith has represented in writing that he will use the accommodations as a dwelling for himself, his family or dependents; or the landlord seeks in good faith not to offer the housing accommodations for rent. If a tenant has been removed or evicted under this paragraph (a) (6) from housing accommodations, such accommodations shall not be rented for a period of six months after such removal or eviction without permission of the Administrator. The landlord may petition the Administrator for permission to rent the accommodations during such six month period, and the Administrator shall grant such permission if he finds that the action was in good faith and not for the purpose of evading any provision of the Act or this Maximum Rent Regulation No. 20.

(b) No tenant shall be removed or evicted on grounds other than stated above unless, on petition of the landlord, the Administrator certifies that the landlord may pursue his remedies in accordance with the requirements of the local law. The Administrator shall so certify if the landlord establishes that removals or evictions of the character proposed are not inconsistent with the purposes of the Act or this Maximum Rent Regulation No. 20 and would not be likely to result in the circumvention or evasion thereof.

(c) Where a tenant is removed or evicted under the provisions of paragraph (a) (4) of this section, or where the tenant's interest in the housing accommodations has terminated because the landlord has sought a higher rent as authorized by § 1388.965 (e), and at the time of such removal, eviction or termination the housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons who occupied under a rental agreement with the tenant, such subtenants or other occupants shall be deemed to become the tenants of the landlord on the same terms and conditions, consistent with this Maximum Rent Regulation No. 20, as they would have held from the tenant if his tenancy had continued and their maximum rents shall remain unchanged: *Provided, however,* That this subsection shall not prevent the removal or eviction of a subtenant or other such occupant where the tenant rented to such person in violation of the obligations of his tenancy. Persons who continue in occupancy under this paragraph may be removed or evicted as provided in this section.

(d) At the time of commencing any action to remove or evict a tenant (except an action based on non-payment of a rent not in excess of the maximum rent) the landlord shall give written notice thereof to the Area Rent Office stating the title and number of the case, the court in which it is filed, the name and address of the tenant and the grounds on which eviction is sought.

(e) No provision of this section shall be construed to authorize the removal of a tenant unless such removal is authorized under the local law.

§ 1388.967 *Registration.* On or before July 1, 1942, or within 30 days after the property is first rented, whichever date is the later, every landlord of housing accommodations rented or offered for rent shall file in triplicate a written statement on the form provided therefor to be known as a registration statement. The statement shall identify each dwelling unit and specify the maximum rent provided by this Maximum Rent Regulation No. 20 for such dwelling unit and shall contain such other information as the Administrator shall require. The original shall remain on file with the Administrator and he shall cause one copy to be delivered to the tenant and one copy, stamped to indicate that it is a correct copy of the original, to be returned to the landlord. In any subsequent change of tenancy the landlord shall exhibit to the new tenant his stamped copy of the registration statement, and shall obtain the tenant's signature and the date thereof on the back of such statement. Within five days after renting to a new tenant, the landlord shall file a notice on the form provided therefor, on which he shall obtain the tenant's signature, stating that there has been a change in tenancy, that the stamped copy of the registration statement has been exhibited to the new tenant and that the rent for such accommodations is in conformity therewith.

No payment of rent need to be made unless the landlord tenders a receipt for the amount to be paid.

When the maximum rent is changed by order of the Administrator the landlord shall deliver his stamped copy of the registration statement to the Area Rent Office for appropriate action reflecting such change.

§ 1388.968 *Inspection.* Any tenant or any person who rents or offers for rent or acts as a broker or agent for the rental of housing accommodations shall permit such inspection of the accommodations by the Administrator as he may, from time to time, require.

§ 1388.969 *Evasion.* The maximum rents and other requirements provided in this Maximum Rent Regulation No. 20 shall not be evaded, either directly or indirectly, in connection with the renting or leasing or the transfer of a lease of housing accommodations, by way of absolute or conditional sale, sale with purchase money or other form of mortgage, or sale with option to repurchase, or by modification of the practices relating to payment of commissions or other charges, or by modification of the services furnished with housing accommodations, or otherwise.

§ 1388.970 *Enforcement.* Persons violating any provision of this Maximum Rent Regulation No. 20 are subject to criminal penalties, civil enforcement actions and suits for treble damages as provided for by the Act.

§ 1388.971 *Procedure.* All registration statements, reports and notices provided for by this Maximum Rent Regulation No. 20 shall be filed with the Area Rent Office. All landlord's petitions and tenant's applications shall be filed with such office in accordance with Procedural Regulation No. 3 (§§ 1300.201 to 1300.247, inclusive).

§ 1388.972 *Petitions for amendment.* Persons seeking any amendment of gen-

eral applicability to any provision of this Maximum Rent Regulation No. 20 may file petitions therefor in accordance with Procedural Regulation No. 3 (§§ 1300.201 to 1300.247, inclusive).

§ 1388.973 *Definitions.* (a) When used in this Maximum Rent Regulation No. 20:

(1) The term "Act" means the Emergency Price Control Act of 1942.

(2) The term "Administrator" means the Price Administrator of the Office of Price Administration, or the Rent Director or such other person or persons as the Administrator may appoint or designate to carry out any of the duties delegated to him by the Act.

(3) The term "Rent Director" means the person designated by the Administrator as director of the Puget Sound Defense-Rental Area or such person or persons as may be designated to carry out any of the duties delegated to the Rent Director by the Administrator.

(4) The term "Area Rent Office" means the office of the Rent Director in the Puget Sound Defense-Rental Area.

(5) The term "person" includes an individual, corporation, partnership, association, or any other organized group of persons, or legal successor or representative of any of the foregoing, and includes the United States or any agency thereof, or any other government, or any of its political subdivisions, or any agency of any of the foregoing.

(6) The term "housing accommodations" means any building, structure, or part thereof, or land appurtenant thereto, or any other real or personal property rented or offered for rent for living or dwelling purposes, together with all privileges, services, furnishings, furniture, equipment, facilities and improvements connected with the use or occupancy of such property.

(7) The term "services" includes repairs, decorating and maintenance, the furnishing of light, heat, hot and cold water, telephone, elevator service, window shades, and storage, kitchen, bath, and laundry facilities and privileges, maid service, linen service, janitor service, the removal of refuse and any other privilege or facility connected with the use or occupancy of housing accommodations.

(8) The term "landlord" includes an owner, lessor, sublessor, assignee or other person receiving or entitled to receive rent for the use or occupancy of any housing accommodations, or an agent of any of the foregoing.

(9) The term "tenant" includes a subtenant, lessee, sublessee, or other person entitled to the possession or to the use or occupancy of any housing accommodations.

(10) The term "rent" means the consideration, including any bonus, benefit, or gratuity, demanded or received for the use or occupancy of housing accommodations or for the transfer of a lease of such accommodations.

(11) The term "hotel" means any establishment generally recognized as such in its community, containing more than 50 rooms and used predominantly for transient occupancy.

(12) The term "rooming house" means, in addition to its customary usage, a building or portion of a building other than a hotel in which a furnished room or rooms not constituting an apartment are rented on a short time basis of daily, weekly or monthly occupancy to more than two paying tenants not members of the landlord's immediate family. The term includes boarding houses, dormitories, auto camps, trailers, residence clubs, tourist homes or cabins, and all other establishments of a similar nature.

(b) Unless the context otherwise requires, the definitions set forth in section 302 of the Emergency Price Control Act of 1942 shall apply to other terms used in this Maximum Rent Regulation No. 20.

§ 1388.974 *Effective date of the regulation.* This Maximum Rent Regulation No. 20 (§§ 1388.961 to 1388.974, inclusive) shall become effective June 1, 1942.

Issued this 27th day of May 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-4942; Filed, May 27, 1942; 3:51 p. m.]

PART 1312—LUMBER AND LUMBER PRODUCTS

[Amendment 4 to Revised Price Schedule 97 [1]]

SOUTHERN HARDWOOD LUMBER

A statement of the considerations involved in the issuance of this amendment has been issued simultaneously herewith and has been filed with the Division of the Federal Register.

In § 1312.307, the first sentence of paragraph (c) is amended to read as follows and the last sentence of paragraph (c) (2), which was added by Amendment No. 1, is revoked.

§ 1312.307 *Definitions.* * * *

(c) "Southern hardwood lumber" means lumber (1) produced from the botanical species of sap sweet gum and red sweet gum (Liquidamber styraciflua), tupelo (Nyssa aquatica), black gum (Nyssa sylvatica), yellow popular (Liriodendron tulipifera), beech (Fagus americana), sycamore (Platanus occidentalis), soft maple (Acer rubrum); and the botanical species included in the genera of red oak and white oak (Quercus), magnolia (Magnolia), elm (Ulmus), cottonwood (Populas), willow (Salix), hackberry (Celtis), hickory (Hicoria), basswood (Tilia), and ash (Fraximus), and (2) processed into lumber at mills located in Alabama, Arkansas, Florida, Louisiana, Mississippi and Texas, and in the counties of Tipton, Haywood Shelby, Fayette and Hardeman in the State of Tennessee, and in those portions of North Carolina, South Carolina, Virginia and Georgia not included in the "Appalachian hardwoods area".

* * * * *

§ 1312.308a *Effective dates of amendments.* * * *

(d) Amendment No. 4 (§ 1312.307(c)) to Revised Price Schedule No. 97 shall become effective June 1, 1942.

(Pub. Law 421, 77th Cong.)

Issued this 28th day of May 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-4993; Filed, May 28, 1942; 5:17 p. m.]

[1] 7 F.R. 1388, 1675, 1836, 2132, 2509, 3124.

PART 1380—HOUSEHOLD AND SERVICE INDUSTRY MACHINES

[Amendment No. 2 to Maximum Price Regulation 110 [1]]

RESALE OF NEW HOUSEHOLD MECHANICAL REFRIGERATORS

A statement of considerations involved in the issuance of this amendment has been issued simultaneously herewith and has been filed with the Division of the Federal Register.

A new zone, designated 4A, is added to § 1380.110 (a) (1) for three manufacturers, as set forth below. The new footnote added to the table in § 1330.110 (a) (1) by Amendment No. 1 is designated 5.

§ 1380.110 *Appendix A: Maximum prices for the resale of household mechanical refrigerators*—(a) *Maximum prices for sales to consumers*—(1) *Models having recommended retail prices.* The maximum cash price for the sale to consumers of the following models shall be the prices listed in this subparagraph. Prices on all models include delivery, installation, servicing, and a five-year warranty by the seller. Except as otherwise indicated with respect to certain 1941 models, all prices include the Federal excise tax but do not include State or local taxes imposed at the point of sale. The limits of the numbered zones are those established by the manufacturer as of February 2, 1942.

[1] 7 F.R. 2311, 2543, 2761.

1941 MODELS [2] [3]

Manufacturer	Brand	Model	1st, 2d, 3d, and 4th zones	4A zone	5th and 6th zone
*	*	*	*	*	*
Edison General Electric Appliance Co., Inc.	Hotpoint	EA-3	*	$128.95	*
		EA-4	*	128.95	*
		EA-6	*	134.95	*
		EAS-6	*	149.95	*
		EB-3	*	135.95	*
		EB-6	*	164.95	*
		EB-7	*	209.05	*
		EB-8	*	199.95	*
		EBP-6	*	184.95	*
		EC-6	*	184.95	*
		EC-7	*	239.95	*
		EC-8	*	259.95	*
		ED-6	*	209.95	*
		ED-7	*	259.95	*
		ED-8	*	279.95	*
		ED-12	*	464.00	*
		ED-16	*	524.00	*

1941 MODELS [1] [2]

General Electric Company	General Electric	B-3	*	$135.95	*
		LB-3	*	128.95	*
		LB-4	*	128.95	*
		BY-4	*	148.95	*
		LB-6	*	134.95	*
		LBX-6	*	149.95	*
		JB-6	*	164.95	*
		PJB-6	*	184.95	*
		B-6	*	184.95	*
		PB-6	*	209.95	*
		BH-7	*	209.95	*
		B-7	*	239.95	*
		PB-7	*	259.95	*
		JB-8	*	199.95	*
		B-8	*	259.95	*
		PB-8	*	279.95	*
		PB-12-B	*	464.00	*
		PB-16-B	*	524.00	*

942 MODELS [3]

General Electric Company	General Electric	LB-4	*	$132.33	*
		LB-6	*	138.31	*
		LB-7	*	164.20	*
		LBX-7	*	181.83	*
		JB-7	*	197.30	*
		PJB-7	*	224.95	*
		B-7	*	245.16	*
		B-8	*	265.59	*
		PB-8	*	286.04	*
		PB-12	*	474.15	*
		PB-16	*	535.49	*
*	*	*	*	*	*
Westinghouse Electric & Mfg. Co	Westinghouse	A-4	*	----------	*
		A-6	*	----------	*
		E-7	*	159.95	*
		AS-7	*	184.95	*
		B-7	*	199.95	*
		D-7	*	229.95	*
		B-9	*	234.95	*
		D-9	*	279.95	*

[1] For sales outside the area covered by Zone 1, the seller may add to the Zone 1 price the normal differential existing for each model on February 2, 1942, in his locality.
[2] The seller may add to prices on 1941 models the actual amount of the additional 4½% Federal Excise Tax if he paid the tax to his vendor.
[3] These zones cover all 48 states.

§ 1380.112 *Effective dates of amendments.*

* * * * *

(b) Amendment No. 2 (§§ 1380.110 (a) (1) and 1380.112 (b)) to Maximum Price Regulation No. 110 shall become effective June 2, 1942.

(Pub. Law 421, 77th Cong.)

Issued this 28th day of May, 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-4994; Filed, May 28, 1942; 5:18 p. m.]

PART 1382—HARDWOOD LUMBER

[Maximum Price Regulation 155]

CENTRAL HARDWOOD LUMBER

Maximum prices for hardwood lumber produced in the Kentucky and Tennessee portions of the Central hardwoods area were established in Price Schedule No. 97 which included these portions of the Central area within the Southern hardwoods area. In the judgment of the Price Administrator the prices of hardwood lumber produced in the other portions of the Central hardwoods area have risen and are threatening further to rise to an extent and in a manner inconsistent with the purposes of the Emergency Price Control Act of 1942 and the Price Administrator is of the opinion that the purposes of said act can be better accomplished by a separate Regulation for hardwood lumber produced in the Central hardwoods area. The Price Administrator has ascertained and given due consideration to the prices of Central hardwood lumber prevailing between October 1 and October 15, 1941, and has made adjustments for such relevant factors as he has determined and deemed to be of general applicability. So far as practicable, the Price Administrator has advised and consulted with representative members of the industry which will be affected by this Regulation.

In the judgment of the Price Administrator, the maximum prices established by this Regulation are and will be generally fair and equitable and will effectuate the purposes of said Act. A statement of the considerations involved in the issuance of this Regulation has been issued simultaneously herewith and has been filed with the Division of the Federal Register.

Therefore, under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, and in accordance with Procedural Regulation No. 1,[1] issued by the Office of Price Administration, Maximum Price Regulation No. 155 is hereby issued.

AUTHORITY: §§ 1382.51 to 1382.66, inclusive, issued under the authority contained in Public Law 421, 77th Cong.

§ 1382.51 *Maximum prices for Central hardwood lumber.* (a) On and after June 1, 1942, regardless of any contract, agreement, lease or other obligation, no person shall sell or deliver any Central hardwood lumber, where shipment originates at the mill rather than at a distribution yard, and no person shall buy or receive in the course of trade or business any Central hardwood lumber so shipped, at prices higher than the maximum prices set forth in Appendices A, B, C, D, E and F hereof, incorporated herein as §§ 1382.61, 1382.62, 1382.63, 1382.64, 1382.65 and 1382.66, respectively; and no person subject to this Maximum Price Regulation No. 155 shall agree, offer, solicit or attempt to do any of the foregoing. The provisions of this Maximum Price Regulation No. 155 shall not be applicable to retail sales as defined in paragraph (a) (10) of § 1382.58. Further, the provisions of this Maximum Price Regulation No. 155 shall not be applicable to sales or deliveries of Central hardwood lumber to a purchaser, if prior to June 1, 1942, such lumber had been received by a carrier, other than a carrier owned or controlled

[1] 7 F.R. 971, 3663.

by the seller, for shipment to such purchaser.

(b) There may be added to the maximum prices established by this Maximum Price Regulation No. 155 the amount of tax levied by any Federal excise tax statute or any State or municipal sales, gross receipts, gross proceeds, or compensating use tax statute or ordinance, under which the tax is measured by gross proceeds or units of sale, if, but only if, (1) such statute or ordinance requires the vendor to state the tax, separately from the purchase price paid by the purchaser, consumer, or user, on the bill, sales check, or evidence of sale, at the time of the transaction; or (2) such statute or ordinance requires such tax to be separately paid by the purchaser, consumer, or user with tokens or other media of State or municipal tax payment; or (3) such a statute or ordinance permits the vendor to state such tax separately, and such tax is in fact stated separately by the vendor. The amount of tax permitted to be added by this provision shall in no event exceed that paid by the purchaser, consumer, or user.

§ 1382.52 *Less than maximum prices.* Lower prices than those set forth in Appendices A, B, C, D, E, and F, §§ 1382.61, 1382.62, 1382.63, 1382.64, 1382.65, and 1382.66, may be charged, demanded, paid, or offered.

§ 1382.53 *Conditional agreements.* No. seller subject to this Maximum Price Regulation No. 155 shall enter into an agreement permitting the adjustment of the price of Central hardwood lumber to prices which may be higher than the maximum prices provided by sections 1382.61, 1382.62, 1382.63, 1382.64, 1382.65, and 1382.66, in the event that this Maximum Price Regulation No. 155 is amended or is determined by a court to be invalid or upon any other contingency: *Provided,* That if a petition for amendment has been duly filed, and such petition requires extensive consideration, and the Administrator determines that an exception would be in the public interest pending such consideration, the Administrator may grant an exception from the provisions of this section permitting the making of contracts adjustable upon the granting of the petition for amendment. Requests for such an exception may be included in the aforesaid petition for amendment.

§ 1382.54 *Evasion.* (a) The price limitations set forth in this Maximum Price Regulation No. 155 shall not be evaded, whether by direct or indirect methods, in connection with an offer, solicitation, agreement, sale, delivery, purchase, or receipt of or relating to Central hardwood lumber, alone or in conjunction with any other commodity or by way of commission, service, transportation, or other charge, or discount, premium or other privilege, or by tying-agreement or other trade understanding, or otherwise.

(b) Specifically, but not exclusively, the following practices are prohibited:

(1) making credit terms more onerous than those in effect or available to the purchaser on October 1, 1941;

(2) unnecessarily routing lumber through a distribution yard;

(3) unreasonably refusing to ship an item of lumber except in a small quantity which entitles the seller to a premium;

(4) unreasonably refusing to ship lumber on standard grades and in grade-rule range widths and lengths;

(5) falsely or wrongly grading or invoicing lumber;

(6) grading as a special grade lumber which normally is graded by the seller as a standard grade;

(7) making charges for delivery which exceed the actual cost to the seller of such delivery (except as provided in paragraph (f) of § 1382.61).

§ 1382.55 *Records and reports.* (a) Every seller and purchaser subject to this Maximum Price Regulation No. 155 making sales or deliveries or purchases of Central hardwood lumber to the value of $500.00 or more in any one month, after[1] shall keep for inspection by the Office of Price Administration for a period of not less than two years a complete and accurate record of each sale or delivery or purchase of Central hardwood lumber, showing the date of purchase or sale, the name and address of the buyer and seller, the quantities and grades purchased or sold, and the price paid or received.

(b) Such persons shall keep such other records in addition to or in place of the records required in paragraph (a) of this section and shall submit such reports to the Office of Price Administration as that Office may from time to time require or permit.

§ 1382.56 *Enforcement.* (a) Persons violating any provision of this Maximum Price Regulation No. 155 are subject to the criminal penalties, civil enforcement actions, and suits for treble damages provided for by the Emergency Price Control Act of 1942.

(b) Persons who have evidence of any violation of this Maxium Price Regulation No. 155 or any price schedule, regulation or order issued by the Office of Price Administration or of any acts or practices which constitute such a violation are urged to communicate with the nearest field or regional office of the Office of Price Administration or its principal office in Washington, D. C.

§ 1382.57 *Petitions for amendment.* Persons seeking any modification of this Maximum Price Regulation No. 155 or an adjustment or exception not provided for therein may file petitions for amendment in accordance with the provisions of Procedural Regulation No. 1,[2] issued by the Office of Price Administration.

§ 1382.58 *Definitions.* (a) When used in Maximum Price Regulation No. 155, the term:

(1) "person" includes an individual, corporation, partnership, association, or any other organized groups of person, or legal successor or representative of any of the foregoing, and includes the United States or any agency thereof, or any other government, or any of its political subdivisions, or any agency of the foregoing.

(2) "feet" means board feet of lumber except that with reference to lumber in thicknesses of ½", ¾", and ⅝", the term "feet" means surface feet.

(3) "North Central hardwood lumber" means lumber

(i) produced from the botanical species of yellow poplar (Liriodendron tulipifera), beech (Fagus americana), soft maple (Acer rubrum and Acer saccharinum), hard maple (Acer saccharum), butternut (Juglans cinerea), tough white ash (Fraxinus americana), and the botanical species included in the genera of red and white oak (Quercus), hackberry (Celtis), hickory (Hicoria), basswood (Tilia), buckeye (Aesculus); and

(ii) processed into lumber at mills located within the North Central hardwoods area. The "North Central hardwoods area" is that area circumscribed by a line beginning at a point on the Kentucky-Tennessee state line at the southeastern corner of Cumberland County, Kentucky, extending thence in a generally northeasterly direction through Kentucky along the eastern boundary of Cumberland County, the southern, southeastern, and eastern boundaries of Russell County, the southeastern boundaries of Casey, Lincoln, and Garrard Counties, the southern and eastern boundaries of Madison County, the southeastern boundaries of Clark, Montgomery, Bath, and Fleming Counties, the southern and eastern boundaries of Lewis County to the southern boundary of Greenup County and along the southern and eastern boundaries of Greenup County to the southern state line of Ohio; thence southeasterly along the Ohio-Kentucky state line to the state line of West Virginia; thence generally in a northeasterly direction along the Ohio-West Virginia state line to the western state line of Pennsylvania; thence northerly along the Ohio-Pennsylvania state line to the southern shore of Lake Erie; thence westerly along and around the southern shore of Lake Erie to the Ohio-Michigan state line; thence westerly along the Ohio-Michigan state line to the western state line of Indiana; thence northerly along the Indiana-Michigan state line to the northeast corner of Indiana; thence westerly along the Indiana-Michigan state line to the eastern shore of Lake Michigan; thence westerly, turning northerly, around the southern end of Lake Michigan to the Illinois-Wisconsin state line; thence westerly along the Illinois-Wisconsin state line to the northwest corner of Illinois; thence southerly along the western state line of Illinois to the intersection of said line and the tracks of the Louisville and Nashville Railroad at St. Louis; thence southeasterly along the tracks of said Louisville and Nashville Railroad through Belleville, Mt. Vernon, and Eldorado, Illinois, to the intersection of said railroad and the western boundary of Gallatin County, Illinois; thence southerly and easterly along the western and southern boundaries of Gallatin County to the Illinois-Kentucky state line; turning thence northeasterly and following the Illinois-Kentucky and the Indiana-Kentucky state lines to the

[1] Date omitted in original document.
[2] *Supra.*

northwest corner of Daviess County, Kentucky; extending thence in a generally southeasterly direction through Kentucky along the western and southwestern boundaries of Daviess County, the western, southwestern and southeastern boundaries of Ohio County, the southwestern boundaries of Grayson and Edmonson Counties and the western boundaries of Barren and Monroe Counties to the Kentucky-Tennessee state line; thence easterly along said state line to the southeastern corner of Cumberland County, Kentucky, and the place of beginning. All sawmills on the boundary line of the North Central hardwoods area shall be deemed to be in that area, except that sawmills located on the line between the North Central hardwoods area and the South Central hardwoods area, as defined in § 1382.58 (a) (4) below, shall be deemed to be in the South Central hardwoods area; and all sawmills on the line between Ohio and West Virginia separating the North Central hardwoods area and the Appalachian hardwoods area, as defined in § 1382.8 (a) (3) (ii) of Maximum Price Regulation No. 146,[2] shall be deemed to be within the Appalachian hardwoods area.

(4) "South Central hardwood lumber" means lumber:

(i) produced from the botanical species of sap sweet gum and red sweet gum (Liquidamber styraciflua), tupelo (Nyssa aquatica), black gum (Nyssa sylvatica), yellow poplar (Liriodendron tulipifera), beech (Fagus americana), sycamore (Platanus occidentalis), tough white ash (Fraxinus americana), soft maple (Acer rubrum and Acer saccharinum), hard maple (Acer saccharum), butternut (Juglaus cinerea), and the botanical species included in the genera of red oak and white oak (Quercus), elm (Ulmus), cottonwood (Populas), hackberry (Celtis), hickory (Hicoria), basswood (Tilia), ash (Fraxinus), buckeye (Aesculus); and

(ii) processed into lumber at mills located within the South Central hardwoods area. The "South Central hardwoods area" is that area circumscribed by a line beginning at a point on the Kentucky-Tennessee state line at the northeastern corner of Clay County, Tennessee, extending thence in a generally southerly direction through Tennessee along the eastern boundary of Clay County, the northeastern and eastern boundaries of Overton County, the eastern boundary of Putnam County, the northern, northeastern, and southeastern boundaries of Cumberland County, the southeastern boundaries of Bledsoe and Sequatchie Counties, and the eastern boundary of Marion County to the intersection of said eastern boundary of Marion County and the Nashville, Chattanooga and St. Louis Railroad; thence easterly along said railroad through Chattanooga to the intersection of said railroad and the south state line of Tennessee; thence westerly along said state line to the southwestern corner of McNairy County, Tennessee; extending thence in a generally northwesterly direction through Tennessee along the western boundaries of McNairy and Chester Counties, the southern and western boundaries of Madison County and the southwestern boundaries of Crockett and Dyer Counties to the eastern state line of Arkansas; thence northerly along the Arkansas-Tennessee state line to the southeastern corner of Missouri; thence following the general southern, western, northern, and eastern boundaries of Missouri to the junction of the eastern state line of Missouri and the tracks of the Louisville and Nashville Railroad at St. Louis; thence southeasterly along the tracks of said Louisville and Nashville Railroad through Belleville, Mt. Vernon and Eldorado, Illinois to the intersection of said tracks and the eastern boundary of Saline County, Illinois; thence southerly along said eastern boundary of Saline County to the northern boundary of Hardin County; thence easterly along the northern boundary of Hardin County to the Illinois-Kentucky state line; thence turning northerly, and following the Illinois-Kentucky and Indiana-Kentucky state lines to the northeastern corner of Henderson County, Kentucky; extending thence in a generally southeasterly direction through Kentucky along the eastern boundary of Henderson County, the northeastern boundaries of McLean and Muhlenberg Counties, the northern and northeastern boundaries of Butler County, the northeastern and southeastern boundaries of Warren County to the northeastern boundary of Allen County, and along said northeastern boundary of Allen County to the Kentucky-Tennessee state line; thence easterly along said state line to the northeastern corner of Clay County, Tennessee, and the place of beginning. All sawmills on the boundary line of the South Central hardwoods area shall be deemed to be in that area, except that sawmills located on the line between the South Central hardwoods area and the Southern hardwoods area, as defined in § 1312.307 (c) (2) of Revised Price Schedule No. 97,[3] shall be deemed to be in the Southern hardwoods area.

(5) "Central hardwood lumber" means North Central hardwood lumber and South Central hardwood lumber as defined in subparagraphs (a) (3) and (a) (4) of this section. The "Central hardwoods area" is that area comprised of the North Central hardwoods area and the South Central hardwoods area, as defined in paragraphs (a) (3) (ii) and (a) (4) (ii) of this section.

(6) "Mill" means any establishment:

(i) Which processes into the items of lumber covered by this Maximum Price Regulation No. 155, by sawing or planing, or ships to milling-in-transit operations for such processing by sawing, planing, or kiln drying, at least 25 percent of the volume of Central hardwood lumber or logs purchased or received by it, *or*

(ii) Which resembles the following described establishment more nearly than that described under the definition of "distribution yard" in subparagraph (7) (ii) of this paragraph: An establishment which concentrates and prepares lumber for commercial shipment, which keeps in stock primarily Central hardwood lumber, which has its lumber brought in chiefly in rough green form by truck from small local sawmills and sells chiefly for rail shipment, and which has been located at its particular site in order to be near the lumber producing area.

(7) "Distribution yard" means an establishment:

(i) Which processes into the items of lumber covered by this Maximum Price Regulation No. 155, by sawing or planing, or ships to milling-in-transit operations for such processing by sawing, planing, or kiln drying, less than 25 per cent of the volume of Central hardwood lumber purchased or received by it, *and*

(ii) Which resembles the following described establishment more nearly than that described under the definition of "mill" in subparagraph (6) (ii) of this paragraph: A wholesale or retail lumber yard which purchases or receives lumber from a mill or another distribution yard for purposes of unloading, sorting, and resale or redistribution, which regularly maintains a miscellaneous stock of lumber from different regions, which obtains its lumber primarily by rail shipment and sells primarily for truck shipment, which is equipped to make quick deliveries of many different items of lumber, and which has been located at its particular site primarily in order to be near a lumber consuming area.

(8) "Volume" means the board feet volume of lumber processed from logs, processed from other lumber, or sold, as the case may be, within the six months immediately prior to the transaction subject to this Maximum Price Regulation No. 155.

(9) "Deliver" means to make physical transfer of lumber to a purchaser, or to a carrier, not owned or controlled by the seller, for carriage to a purchaser.

(10) "Retail sale" means a sale which satisfies all of the following tests:

(i) It must be a sale of not more than 2,000 feet of lumber.

(ii) It must be a sale in which the purchaser requests delivery to a point not more than 20 miles from the mill at which shipment originates.

(iii) It must be a sale of lumber to a contractor or consumer for use in construction, remodeling, repair, maintenance, fabrication, or remanufacture, and not for resale in substantially the same form.

(11) "No. 2A Common Basswood" and the term "No. 2B Common Basswood" mean trade practice grades of Central hardwood lumber under which basswood lumber is graded in accordance with the standard grading rules covering No. 2A Common Yellow Poplar and No. 2B Common Yellow Poplar, respectively.

(12) "Box grade" means a trade practice grade of Central hardwood lumber which varies from the National Hardwood Lumber Association No. 3B Common grade by requiring 6/12 (50 per cent) rather than 3/12 (25 per cent) yield in sound cuttings.

(b) Unless otherwise specified, grade terms used herein have the meaning set forth in the "Rules for the Measurement and Inspection of Hardwood Lumber" issued by the National Hardwood Lumber Association, effective January 1, 1942.

[2] *Supra.*

[3] 7 F.R. 1388, 1675, 1836, 2132, 2509, 3124.

(c) Unless the context otherwise requires, the definitions set forth in section 302 of the Emergency Price Control Act of 1942 shall apply to other terms used herein.

§ 1382.59 *Applicability of General Maximum Price Regulation.*[4] The provisions of the General Maximum Price Regulation shall not, on and after June 1, 1942, apply to sales and deliveries of Central hardwood lumber where shipment originates at the mill rather than at a distribution yard.

§ 1382.60 *Effective date.* This Maximum Price Regulation No. 155 (§§ 1382.51 to 1382.66, inclusive) shall become effective June 1, 1942.

§ 1382.61 *Appendix A: Maximum prices for North Central hardwood lumber in standard or near standard grades—* (a) *Application of Appendix A.* The provisions of this Appendix shall apply to North Central hardwood lumber which is sold in the species and on the grades designated in this Appendix. Lumber sold on such grades shall be deemed to include lumber in:

(1) Grade-rule range widths and lengths;

(2) Widths and lengths substantially the same as grade-rule range widths and lengths; or

(3) Specified average widths or specified average lengths which are substantially run-of-the-log.

(b) The maximum f. o. b. mill price for 1,000 feet of North Central hardwood lumber in a rough air dried condition shall be as follows:

(1) TOUGH WHITE ASH

Thickness (inches)	F. A. S.	No. 1 Common and Selects; or No. 1 Common	No. 2 Common	No. 3 Common
1	$74	$44	$31	$18
1¼	84	49	33	19
1½	88	55	35	19
2	97	65	39	20
2½	107	78	43	----
3	117	88	47	----
4	128	98	52	----

(2) BASSWOOD

Thickness (inches)	FAS	No. 1 Common and Selects; or No. 1 Common	No. 2A Common	No. 2 Common	No. 2B Common	No. 3 Common
½	$49	$33	$27	$22	$20	----
⅝	56	38	31	26	23	----
¾	64	43	35	30	26	----
1	75	50	41	34	30	$18
1¼	80	55	43	36	31	19
1½	82	57	45	38	32	19
2	88	64	49	39	33	20
2½	98	69	----	----	----	----

(3) BEECH

Thickness (inches)	No. 2 Common and Better or Log Run	FAS	No. 1 Common and Selects; or No. 1 Common	No. 2 Common	No. 3A Common	Box Grade	No. 3B Common
½	$27	$38	$27	$20	----	----	----
⅝	32	44	32	23	----	----	----
¾	36	49	36	26	----	----	----
1	42	58	42	30	$24	$19	$15
1¼	44	62	44	32	25	20	16
1½	46	64	46	33	26	21	16
2	50	69	50	37	27	22	17

(4) BUCKEYE

Thickness (inches)	FAS	No. 1 Common and Selects; or No. 1 Common	No. 2 Common	No. 3 Common
1	$60	$40	$30	$20
1¼	65	41	30	21
1½	68	43	30	21
2	70	43	30	22

(5) BUTTERNUT

1	$80	$50	$30	$20
1¼	90	55	32	21
1½	95	60	33	21
2	105	70	35	22

(6) HACKBERRY

Thickness (inches)	Log run	FAS	No. 1 Common and Selects; or No. 1 Common	No. 2 Common	No. 3 Common
⅝	$24	----	----	----	----
¾	28	----	----	----	----
1	35	$43	$33	$26	$16
1¼	36	45	35	27	17
1½	37	45	35	28	17
2	38	47	37	28	18
2½	----	48	38	28	----
3	----	51	41	29	----

(7) HICKORY

1	$38	$67	$40	$24	$16
1¼	40	70	42	27	17
1½	42	72	45	33	17
2	49	77	50	33	18

(8) HARD MAPLE

Thickness (inches)	FAS	No. 1 Common and Selects; or No. 1 Common	No. 2 Common	Sound Wormy	No. 3A Common	Box Grade	No. 3B Common
½	$60	$40	$23	$23	----	----	----
⅝	70	46	26	26	----	----	----
¾	79	52	30	30	----	----	----
1	93	61	35	35	$25	$20	$15
1¼	103	66	38	38	26	21	16
1½	108	69	40	40	26	21	16
2	115	76	42	42	27	22	17
2½	130	90	----	----	----	----	----
3	145	105	----	----	----	----	----
4	160	122	----	----	----	----	----

(9) SOFT MAPLE

Thickness (inches)	FAS	No. 1 Common and Selects; or No. 1 Common	No. 2 Common	No. 3 Common
½	$49	$34	$23	----
⅝	57	39	25	----
¾	65	44	28	----
1	76	52	33	$20
1¼	81	56	36	21
1½	83	58	38	21
2	90	66	40	22
2½	103	75	----	----
3	115	85	----	----
4	130	100	----	----

(10) RED OAK—QUARTERED

Thickness (inches)	FAS	No. 1 Common and Selects; or No. 1 Common	No. 2 Common	Sound Wormy	No. 3A Common	No. 3B Common
½	$54	$34	$23	$22	----	----
⅝	62	39	26	26	----	----
¾	71	44	30	29	----	----
1	83	52	35	34	$25	$15
1¼	93	57	38	38	----	----
1½	98	62	41	42	----	----
2	108	67	43	45	----	----

(11) RED OAK—PLAIN

½	$46	$31	$23	$22	----	----
⅝	53	35	26	26	----	----
¾	60	40	30	29	----	----
1	70	47	35	34	$25	$15
1¼	80	54	38	38	25	15
1½	83	57	41	42	25	15
2	94	64	43	45	25	15
2½	114	73	----	----	----	----
3	132	83	----	----	----	----
4	147	96	----	----	----	----

(12) WHITE OAK—QUARTERED

½	$73	$52	$23	$22	----	----
⅝	84	60	26	26	----	----
¾	95	68	30	29	----	----
1	115	80	35	34	$25	$15
1¼	125	86	38	38	----	----
1½	132	93	41	42	----	----
2	147	103	43	45	----	----

(13) WHITE OAK—PLAIN

½	$63	$33	$23	$22	----	----
⅝	73	38	26	26	----	----
¾	82	43	30	29	----	----
1	97	51	35	34	$25	$15
1 ¼	107	59	38	38	25	15
1 ½	112	63	41	42	25	15
2	122	71	43	45	25	15
2 ½	137	83	----	----	----	----
3	152	97	----	----	----	----
4	167	112	----	----	----	----

(14) WHITE OAK—PLAIN—WHND

Thickness (inches)	FAS	No. 1 Common and Better	No. 1 Common
½	$37	$26	$21
⅝	44	30	25
¾	48	34	28
1	59	44	34
1¼	69	51	41
1½	74	56	49
2	84	61	56
2½	99	75	68
3	114	90	80
4	129	100	91

[4] 7 F.R. 3153, 3330, 3666.

(15) YELLOW POPLAR—QUARTERED

Thickness (inches)	FAS	No. 1 Common and Selects; or No. 1 Common	No. 2A Common	No. 2B Common	No. 3 Common
1/2	$55	$36	$27	$21	------
5/8	64	42	31	24	------
3/4	72	48	35	27	------
1	85	56	41	32	$18
1 1/4	91	60	43	33	19
1 1/2	94	63	45	34	19
2	106	69	48	35	20

(16) YELLOW POPLAR—PLAIN

Thickness (inches)	FAS	Saps and Selects	No. 1 Common and Selects; or No. 1 Common	No. 2A Common	No. 2B Common	No. 3 Common
1/2	$52	$42	$34	$27	$21	------
5/8	60	49	39	31	24	------
3/4	68	55	44	35	27	------
1	80	65	52	41	32	$18
1 1/4	85	69	56	43	33	19
1 1/2	88	72	60	45	34	19
2	100	79	65	49	35	20
2 1/2	119	94	77	53	------	------
3	131	106	87	57	------	------
4	146	121	102	------	------	------

(17) STRIPS

Species	Manufacture	Thickness (inch)	Width (inches)	Grade	
				Clear	No. 1 Common
Red Oak	Quartered	1	2 to 5 1/2	$65	$40
White Oak	Quartered	1	2 to 5 1/2	85	55

(c) The maximum f. o. b. mill price for 1,000 feet of North Central hardwood lumber in a rough green condition shall be the maximum price established in paragraph (b) for rough air dried lumber, less the deduction which the seller customarily has made for furnishing green rather than air dried stock.

(d) The following additions per 1,000 feet of North Central hardwood lumber may be charged for the specified treatments and workings:

(1) Kiln drying the lumber to a moisture content not exceeding 9 per cent as of the time the lumber leaves the kiln.

Species	1/2" and 5/8" thick	3/4" thick	1" thick	1 1/4" thick	1 1/2" thick	2" thick	2 1/2" thick	3" thick
Basswood, Buckeye, Butternut, Hackberry, Soft Maple, Yellow Poplar	$4.50	$5.00	$5.50	$6.50	$7.00	$7.50	$9.50	$11.50
Ash, Beech, Hickory	5.00	5.50	6.50	7.50	8.50	9.50	11.50	13.50
Hard Maple, Plain Oak	5.50	6.00	7.00	8.50	10.00	12.50	15.50	20.50
Quartered Oak	5.50	6.50	8.00	9.50	11.50	15.50	20.50	25.50

(2) Kiln drying the lumber to a moisture content greater than 9 per cent but not exceeding 15 per cent as of the time the lumber leaves the kiln.

Species	1/2" and 5/8" thick	3/4" thick	1" thick	1 1/4" thick	1 1/2" thick	2" thick	2 1/2" thick	3" thick
Basswood, Buckeye, Butternut, Hackberry, Soft Maple, Yellow Poplar	$3.00	$3.50	$4.00	$4.50	$5.00	$5.50	$6.50	$8.00
Ash, Beech, Hickory	3.50	4.00	4.50	5.50	6.00	6.50	8.00	9.50
Hard Maple, Plain Oak	4.00	4.50	5.00	6.00	7.00	8.50	10.50	14.00
Quartered Oak	4.00	4.50	5.50	6.50	8.00	10.50	14.00	17.00

(3) Anti-stain treatment (where requested by purchaser): 50¢.

(4) *Millworking:*

	Less than 1" thick	1" and 1 1/4" thick	1 1/2" to 3" thick
Resawing 1 line	$3.00	$3.00	$2.50
Resawing 2 lines	5.50	5.50	4.50
Surfacing 1 or 2 sides	2.50	2.50	2.25
Surfacing 2 sides and resawing	5.00	5.00	4.25
Resawing and surfacing 1 or 2 sides	5.50	5.50	4.75

(5) Inspecting, grading and measuring after kiln drying: 5 per cent of the f. o. b. mill price of the lumber in a rough air dried condition. This addition may be made only where the seller performs all three of these services, at the request of the purchaser, after kiln drying.

(6) End-racking or band sawing: No addition.

(e) The following additions per 1,000 feet of North Central hardwood lumber may be charged where the purchaser (or purchasers, in the case of pool cars) orders an item, consisting of one species, thickness, and grade of North Central hardwood lumber, in the quantities herein indicated:

Quantity ordered	*Allowable addition (per 1,000 feet)*
Over 3,000 but not exceeding 4,000 feet	$1.00
Over 2,000 but not exceeding 3,000 feet	2.00
1,000 to 2,000 feet	2.50
Less than 1,000 feet	3.00

(f) A delivered price in excess of the maximum f. o. b. mill prices set forth in paragraphs (b) and (c) may be charged, consisting of such maximum prices plus actual transportation costs paid by the seller. However, for the purposes of this section, the following two practices shall not be deemed a deviation from the use of actual transportation costs:

(1) the charging of a sum equivalent to the one-quarter of a dollar nearest to such actual transportation costs; and

(2) the computation of transportation costs on the basis of a system of estimated average weights established by the seller, and adhered to by him during the period October 1 to October 15, 1941:

Provided, That a copy of such system of estimated average weights has been filed with the Office of Price Administration either before the use of such system in a transaction subject to this Maximum Price Regulation No. 155 or on or before July 1, 1942: *Provided further,* That in applying the estimated weights, the seller must use estimated weights which are appropriate for lumber in the condition in which the lumber subject to this Maximum Price Regulation No. 155 is shipped.

(g) Where the purchaser requests an inspection by, and an inspection certificate issued by, the National Hardwood Lumber Association, the seller may make an added charge which does not exceed the inspection fees and expenses charged by the Association to the seller and shown on the certificate.

(h) Where North Central hardwood lumber is sold on a Log Run, Mill Run, or No. 1 Common and Better grade for which no maximum price has been established in this Appendix the maximum price shall be the maximum price established in this Appendix for the lowest grade of lumber contained in the stock that is sold on such special inspection grade; the seller, however, may grade and ship the lumber on the standard grades included in such special inspection grade and invoice the footage in each of the standard grades at a price not to exceed the maximum price established in this Maximum Price Regulation No. 155 for the respective standard grades.

(i) The maximum prices established in this Appendix shall not be increased by any charges for the extension of credit and shall be decreased for prompt payment to the same extent that the sale price would have been decreased on October 1, 1941, in a sale of a similar nature to a purchaser of the same class as involved in the transaction subject to this Maximum Price Regulation No. 155.

(j) Export sales of North Central hardwood lumber are subject to the pro-

visions of the Maximum Export Price Regulation.[5]

§ 1382.62 *Appendix B: Maximum prices for North Central hardwood lumber in "recurring special" grades or items*—(a) *Application of Appendix B.* (1) The provisions of this Appendix shall apply to North Central hardwood lumber in the species set forth in paragraph (a) (3) (i) of § 1382.58 which is sold on special specifications (herein referred to as "recurring special" grades or items), requested by the purchaser:

(i) Which are not covered by § 1382.61 Appendix A, and

(ii) To which reference was made in the published price lists or unsolicited trade quotations of the producing mill at any time during the years 1941 and 1942.

(2) For purposes of this Appendix the term "North Central hardwood lumber" shall include all items of lumber in the species set forth in paragraph (a) (3) (i) of § 1382.58, except the following items:

(i) Glued stock.
(ii) Moulding.
(iii) Shiplap.
(iv) Risers, step treads, thresholds, handrails.
(v) Bevel and drop siding.
(vi) Flooring.
(vii) Switch, cross, and mine ties.
(viii) Mine material.
(ix) Small dimension stock.
(x) Lath.

(b) On and after June 1, 1942, no seller shall sell North Central hardwood lumber in "recurring special" grades or items, as defined in paragraph (a) (1) above, unless:

(1) The mill producing the "recurring special" grades or items filed with the Office of Price Administration on Form 255:1 a notarized statement describing such grades or items and setting forth the prices received by the mill in all sales of lumber sold in such grades or items during the period September 1 to October 15, 1941, (or, if no such sales were made during said period, the prices received by the mill in all sales of lumber sold on such grades or items during any calendar month in 1941 prior to said period); and

(2) The Office of Price Administration causes this Maximum Price Regulation No. 155 to be amended to include a description of such grades or items and the maximum prices at which such grades or items of lumber produced at the particular mill may be sold.

Copies of Form 255:1 can be obtained from the Office of Price Administration, or Form 255:1 can be reproduced by the seller provided no change is made in style or content of the form.

(c) In the event that this Maximum Price Regulation No. 155 is amended to include maximum prices for described "recurring special" grades or items of North Central hardwood lumber, additions to such maximum prices may be charged, and deductions must be made, in accordance with the provisions of paragraphs (d), (e), (f), (g), (i) and (j) of § 1382.61, Appendix A.

§ 1382.63 *Appendix C: Maximum prices for North Central hardwood lumber in "non-recurring special" grades or items*—(a) *Application of Appendix C.* (1) This Appendix shall apply to North Central hardwood lumber in the species set forth in paragraph (a) (3) (i) of § 1382.58 which is sold on special specifications (herein referred to as "non-recurring special" grades or items), requested by the purchaser:

(i) Which are not covered by § 1382.61 Appendix A and

(ii) To which reference was at no time made in the published price lists or unsolicited trade quotations of the producing mill during the years 1941 and 1942.

(2) For purposes of this Appendix the term "North Central Hardwood lumber" shall include all items of lumber in the species set forth in paragraph (a) (3) (i) of § 1382.58, except the following items:

(i) Glued stock
(ii) Moulding
(iii) Shiplap
(iv) Risers, step treads, thresholds, handrails
(v) Bevel and drop siding
(vi) Flooring
(vii) Switch, cross, and mine ties
(viii) Mine material
(ix) Small dimension stock
(x) Lath

(b) (1) The maximum price for North Central hardwood lumber in "non-recurring special" grades or items shall be computed by adjusting the maximum prices established in Appendices A and B, §§ 1382.61 and 1382.62, in accordance with differentials which would have been employed by the seller during the period of October 1 to 15, 1941: *Provided*, That the seller must, within thirty days of entering into a contract for the sale of stock subject to the provisions of this Appendix, file a report with the Office of Price Administration on Form 255:2 setting forth full details of the transaction including the name and address of the purchaser, the point of origin and the point of delivery of the stock, the species and grades of lumber ordered, the special specifications, and the price charged for the stock. Where the Office of Price Administration within thirty days of receipt of the report rules that the seller has made an excessive charge for furnishing stock in "non-recurring special" grades or items, the seller must readjust the sale price in accordance with the ruling of the Office of Price Administration. If the Office of Price Administration does not rule on the price within such time, the price submitted shall be considered approved.

(2) In the event that the Office of Price Administration approves the price charged by the seller, or in the event that the Office of Price Administration rules as to the maximum price which the seller may charge, the price so established shall become the maximum price which the particular seller thereafter may charge for lumber sold on the special specifications to which the price is applicable. In subsequent sales of such special stock the seller need not file a report with the Office of Price Administration unless the price quoted by the seller is in excess of the maximum price previously determined.

(3) Nothing in this Appendix shall be construed as requiring the seller to obtain the approval of the Office of Price Administration before the seller can proceed to fulfill a contract for lumber subject to this Appendix.

(4) Copies of Form 255:2 can be obtained from the Office of Price Administration, or Form 255:2 can be reproduced by the seller providing no change is made in style or content of the form.

(c) Additions to the maximum prices established in Appendix C may be charged, and deductions must be made, in accordance with the provisions of paragraphs (d), (e), (f), (g), (i) and (j) of § 1382.61, Appendix A.

§ 1382.64 *Appendix D: Maximum prices for South Central hardwood lumber in standard or near standard grades*—(a) *Application of Appendix D.* The provisions of this Appendix shall apply to South Central hardwood lumber which is sold in the species and on the grades designated in this Appendix. Lumber sold on such grades shall be deemed to include lumber in:

(1) Grade-rule range widths and lengths;

(2) Widths and lengths substantially the same as grade-rule range widths and lengths; or

(3) Specified average widths or specified average lengths which are substantially run-of-the-log.

(b) The maximum f. o. b. mill price for 1,000 feet of South Central hardwood lumber in a rough air dried condition shall be as follows:

(1) ASH

[Other than tough white ash]

Thickness (inches)	FAS	No. 1 Common and Selects; or No. 1 Common	No. 2 Common	No. 3 Common
1	$46	$33	$26	$16
1¼	48	35	27	17
1½	48	35	28	17
2	50	37	28	18
2½	51	38	28	----
3	54	41	29	----

(2) TOUGH WHITE ASH

1	$71	$41	$30	$17
1¼	80	46	31	18
1½	85	55	32	18
2	95	65	35	19
2½	106	75	38	----
3	116	85	40	----
4	126	95	45	----

[5] 7 F.R. 3096, 3824.

(3) BASSWOOD

Thickness (inches)	FAS	No. 1 Common and Selects; or No. 1 Common	No. 2A Common	No. 2 Common	No. 2B Common	No. 3 Common
1/2	$47	$31	$25	$21	$18	----
5/8	54	36	29	24	21	----
3/4	61	41	33	28	24	----
1	72	48	39	33	28	$16
1 1/4	77	53	41	35	29	17
1 1/2	79	55	43	37	30	17
2	85	61	46	38	31	18
2 1/2	93	67	----	----	----	----

(4) BEECH

Thickness (inches)	FAS	No. 1 Common and Selects; or No. 1 Common	No. 2 Common	No. 3A Common	Box Grade	No. 3B Common
1/2	$33	$26	$20	----	----	----
5/8	38	30	23	----	----	----
3/4	43	34	26	----	----	----
1	50	40	30	$24	$19	$15
1 1/4	52	42	31	25	20	16
1 1/2	54	44	32	26	21	16
2	58	47	34	27	22	17

(5) BUCKEYE

Thickness (inches)	FAS	No. 1 Common and Selects; or No. 1 Common	No. 2 Common	No. 3 Common
1	$60	$40	$30	$20
1 1/4	65	41	30	21
1 1/2	68	43	30	21
2	70	43	30	22

(6) BUTTERNUT

1	$80	$50	$30	$20
1 1/4	90	55	32	21
1 1/2	95	60	33	21
2	105	70	35	22

(7) COTTONWOOD

1/2	$29	$25	$19	--------
5/8	33	29	22	--------
3/4	37	32	25	--------
1	44	38	29	$16
1 1/4	46	39	31	17
1 1/2	46	39	31	17
2	46	39	31	18

(8) SOFT ELM

1/2	$28	$21	$17	--------
5/8	32	25	20	--------
3/4	37	28	22	--------
1	43	33	26	$16
1 1/4	45	35	27	17
1 1/2	45	35	28	17
2	47	37	28	18
2 1/2	48	38	28	--------
3	51	41	29	--------

(9) RED GUM—QUARTERED

1	$91	$46	$32	$16
1 1/4	95	55	33	17
1 1/2	95	58	33	17
2	98	60	37	18
2 1/2	100	65	--------	--------
3	105	70	--------	--------

(10) RED GUM—PLAIN

Thickness (inches)	FAS	No. 1 Common and Selects; or No. 1 Common	No 2 Common	No. 3 Common
5/8	$60	$33	$21	--------
3/4	70	37	26	--------
1	87	42	32	$16
1 1/4	90	52	32	17
1 1/2	90	53	32	17
2	92	55	36	18

(11) SAP GUM—QUARTERED

1	$57	$44	$28	$16
1 1/4	62	51	29	17
1 1/2	64	52	29	17
2	67	53	33	18
2 1/2	72	59	36	--------
3	75	63	41	--------

(12) SAP GUM—PLAIN

5/8	$39	$31	$19	--------
3/4	43	33	21	--------
1	53	40	26	$16
1 1/4	57	45	27	17
1 1/2	60	48	27	17
2	65	50	30	18

(13) BLACK GUM—QUARTERED

1	$50	$41	$28	$16
1 1/4	52	43	29	17
1 1/2	54	45	29	17
2	59	50	31	18
2 1/2	67	53	36	--------
3	72	58	39	--------

(14) BLACK GUM—PLAIN

5/8	$37	$28	$17	--------
3/4	38	29	19	--------
1	47	38	26	$16
1 1/4	49	40	28	17
1 1/2	52	43	28	17
2	57	48	31	18

(15) TUPELO—QUARTERED

1	$50	$41	$28	$16
1 1/4	52	43	29	17
1 1/2	54	45	29	17
2	59	50	31	18
2 1/2	67	53	36	--------
3	72	58	39	--------

(16) TUPELO—PLAIN

5/8	$37	$28	$17	--------
3/4	38	29	19	--------
1	47	38	26	$16
1 1/4	49	40	28	17
1 1/2	52	43	28	17
2	57	48	31	18

(17) HACKBERRY

Thickness (inches)	Log run	FAS	No. 1 Common and Selects; or No. 1 Common	No. 2 Common	No. 3 Common
5/8	$24	----	----	----	----
3/4	28	----	----	----	----
1	35	$43	$33	$26	$16
1 1/4	36	45	35	27	17
1 1/2	37	45	35	28	17
2	38	47	37	28	18
2 1/2	----	48	38	28	----
3	----	51	41	29	----

(18) HICKORY

1	$38	$60	$40	$24	$16
1 1/4	40	63	42	27	17
1 1/2	42	65	45	33	17
2	49	70	50	33	18

(19) HARD MAPLE

Thickness, inches	FAS	No. 1 Common and Selects; or No. 1 Common	No. 2 Common	Sound Wormy	No. 3A Common	Box Grade	No. 3B Common
1/2	$60	$40	$23	$23	----	----	----
5/8	70	46	26	26	----	----	----
3/4	79	52	30	30	----	----	----
1	93	61	35	35	$25	$20	$15
1 1/4	103	66	38	38	26	21	16
1 1/2	108	69	40	40	26	21	16
2	115	76	42	42	27	22	17
2 1/2	130	90	----	----	----	----	----
3	145	105	----	----	----	----	----
4	160	122	----	----	----	----	----

(20) SOFT MAPLE

Thickness (inches)	FAS	No. 1 Common and Selects; or No. 1 Common	No. 2 Common	No. 3 Common
1/2	$44	$33	$20	--------
5/8	51	38	23	--------
3/4	58	43	26	--------
1	68	51	31	$16
1 1/4	71	54	33	17
1 1/2	73	57	34	17
2	78	60	36	18
2 1/2	89	62	--------	--------
3	100	67	--------	--------
4	110	80	--------	--------

(21) RED OAK—QUARTERED

Thickness (inches)	FAS	No. 1 Common and Selects; or No. 1 Common	No. 2 Common	Sound Wormy	No. 3A Common	No. 3B Common
1/2	$46	$31	$22	$18	------	------
5/8	53	36	26	21	------	------
3/4	60	41	29	24	------	------
1	70	48	34	28	$25	$15
1 1/4	80	53	36	34	------	------
1 1/2	85	57	38	37	------	------
2	95	62	41	40	------	------

(22) RED OAK—PLAIN

1/2	$42	$29	$22	$18	------	------
5/8	49	33	26	21	------	------
3/4	55	37	29	24	------	------
1	65	44	34	28	$25	$15
1 1/4	75	52	35	34	25	15
1 1/2	80	54	36	37	25	15
2	90	60	38	40	25	15
2 1/2	110	70	------	------	------	------
3	123	79	------	------	------	------
4	138	92	------	------	------	------

(23) WHITE OAK—QUARTERED

1/2	$68	$46	$22	$18	------	------
5/8	79	53	26	21	------	------
3/4	89	60	29	24	------	------
1	105	70	34	26	$25	$15
1 1/4	115	76	37	34	------	------
1 1/2	122	83	39	37	------	------
2	137	93	42	40	------	------

(24) WHITE OAK—PLAIN

1/2	$55	$29	$22	$18	------	------
5/8	64	34	26	21	------	------
3/4	72	38	29	24	------	------
1	85	45	34	28	$25	$15
1 1/4	100	54	35	34	25	15
1 1/2	108	58	36	37	25	15
2	120	65	38	40	25	15
2 1/2	135	75	------	------	------	------
3	150	89	------	------	------	------
4	165	104	------	------	------	------

(25) WHITE OAK—PLAIN—WHND

Thickness (inches)	FAS	No. 1 Common and Better	No. 1 Common
4/4	$28	$20	$16
5/4	33	22	19
6/4	36	25	21
1	52	39	30
1¼	66	49	40
1½	71	53	47
2	83	60	55
2½	98	75	68
3	113	89	79
4	127	99	90

(26) YELLOW POPLAR—QUARTERED

Thickness (inches)	FAS	No. 1 Common and Selects; or No. 1 Common	No. 2A Common	No. 2B Common	No. 3 Common
4/4	$52	$33	$23	$18	------
5/4	60	38	27	21	------
6/4	68	43	31	24	------
1	80	50	36	28	$17
1¼	85	53	38	29	18
1½	88	57	39	30	18
2	100	62	43	31	19

(27) YELLOW POPLAR—PLAIN

Thickness (inches)	FAS	Saps and Selects	No. 1 Common and Selects; or No. 1 Common	No. 2A Common	No. 2B Common	No. 3 Common
4/4	$49	$40	$31	$24	$19	------
5/4	57	47	36	28	22	------
6/4	65	53	41	31	25	------
1	76	62	48	37	29	$17
1¼	81	66	52	40	30	18
1½	85	69	56	41	31	18
2	94	74	60	45	33	19
2½	112	85	70	49	------	------
3	122	96	80	52	------	------
4	135	110	95	------	------	------

(28) SYCAMORE—QUARTERED

Thickness (inches)	FAS	No. 1 Common and Selects; or No. 1 Common	No. 2 Common	No. 3 Common
5/4	$48	$38	$28	--------
6/4	48	38	28	--------
1	53	43	33	$16
1¼	55	45	33	17
1½	56	46	33	17
2	61	49	33	18

(29) SYCAMORE—PLAIN

5/4	$42	$32	$21	--------
6/4	42	32	21	--------
1	43	33	24	$16
1¼	44	34	26	17
1½	45	35	26	17
2	47	37	26	18

(30) STRIPS

Species	Manufacture	Thickness (inch)	Width (inches)	Grade	
				Clear	No. 1 Common
Red Oak	Quartered	1	2 to 5½	$55	$35
White Oak	Quartered	1	2 to 5½	75	50

(c) The maximum f. o. b. mill price for 1,000 feet of South Central hardwood lumber in a rough green condition shall be the maximum price established in paragraph (b) for rough air dried lumber, less the deduction which the seller customarily has made for furnishing green rather than air dried stock.

(d) The following additions per 1,000 feet of South Central hardwood lumber may be charged for the specified treatments and workings:

(1) Kiln drying the lumber to a moisture content not exceeding 9 percent as of the time the lumber leaves the kiln.

Species	½" and 5/8" thick	¾" thick	1" thick	1¼" thick	1½" thick	2" thick	2½" thick	3" thick
Basswood, Buckeye, Butternut, Cottonwood, Elm, Hackberry, Soft Maple, Yellow Poplar, Sycamore	$4.00	$4.50	$5.00	$6.00	$6.50	$7.00	$9.00	$11.00
Ash, Beech, Sap Gum, Black Gum, Tupelo, Red Gum	4.50	5.00	6.00	7.00	8.00	9.00	11.00	13.00
Hickory, Hard Maple, Plain Oak	5.00	5.50	6.50	8.00	9.50	12.00	15.00	20.00
Quartered Oak	5.00	6.00	7.50	9.00	11.00	15.00	20.00	25.00

(2) Kiln drying the lumber to a moisture content greater than 9 per cent but not exceeding 15 per cent as of the time the lumber leaves the kiln.

Species	½" and 5/8" thick	¾" thick	1" thick	1¼" thick	1½" thick	2" thick	2½" thick	3" thick
Basswood, Buckeye, Butternut, Cottonwood, Elm, Hackberry, Soft Maple, Yellow Poplar, Sycamore	$2.50	$3.00	$3.50	$4.00	$4.50	$5.00	$6.00	$7.50
Ash, Beech, Sap Gum, Black Gum, Tupelo, Red Gum	3.00	3.50	4.00	5.00	5.50	6.00	7.50	9.00
Hickory, Hard Maple, Plain Oak	3.50	4.00	4.50	5.50	6.50	8.00	10.00	13.50
Quartered Oak	3.50	4.00	5.00	6.00	7.50	10.00	13.50	16.50

(3) Anti-stain treatment (where requested by purchaser): 50¢.

(4) *Millworking:*

	Less than 1" thick	1" and 1¼" thick	1½" to 3" thick
Resawing 1 line	$3.00	$3.00	$2.50
Resawing 2 lines	5.50	5.50	4.50
Surfacing 1 or 2 sides	2.50	2.50	2.25
Surfacing 2 sides and Resawing	5.00	5.00	4.25
Resawing and Surfacing 1 or 2 sides	5.50	5.50	4.75

(5) Inspecting, grading and measuring after kiln drying: 5 per cent of the f. o. b. mill price of the lumber in a rough air dried condition. This addition may be made only where the seller performs all three of these services, at the request of the purchaser, after kiln drying.

(6) End-racking or band sawing: No additions.

(e) Additions to the maximum prices established in this Appendix D may be charged and deductions and adjustments must be made, in accordance with the provisions of paragraphs (e), (f), (g), (h), (i) and (j) of § 1382.61, Appendix A.

§ 1382.65 *Appendix E: Maximum prices for South Central hardwood lumber in "recurring special" grades or items.*— (a) *Application of Appendix E.* (1) The provisions of this Appendix shall apply to South Central hardwood lumber in the species set forth in paragraph (a) (4) (i) of § 1382.58 which is sold on special specifications (herein referred to as "recurring special" grades or items), requested by the purchaser:

(i) Which are not covered by § 1382.61, Appendix A, and

(ii) To which reference was made in the published price lists or unsolicited trade quotations of the producing mill at any time during the years 1941 and 1942.

(2) For purposes of this Appendix the term "South Central hardwood lumber" shall include all items of lumber in the species set forth in paragraph (a) (4) (i) of § 1382.58, except the following items:

(i) Glued stock.
(ii) Moulding.
(iii) Shiplap.
(iv) Risers, step treads, thresholds, handrails.
(v) Bevel and drop siding.
(vi) Flooring.
(vii) Switch, cross, and mine ties.
(viii) Mine material.
(ix) Small dimension stock.
(x) Lath.

(b) On and after June 1, 1942, no seller shall sell South Central hardwood lumber in "recurring special" grades or items, as defined in paragraph (a) (1) above, unless:

(1) The mill producing the "recurring special" grades or items files with the Office of Price Administration on Form 255:3 a notarized statement describing such grades or items and setting forth the prices received by the mill in all sales of lumber sold in such grades or items during the period September 1 to October 15, 1941 (or, if no such sales were made during said period, the prices received by the mill in all sales of lumber sold on such grades or items during any calendar month in 1941 prior to said period); and

(2) The Office of Price Administration causes this Maximum Price Regulation No. 155 to be amended to include a description of such grades or items and the maximum prices at which such grades or items of lumber produced at the particular mill may be sold.

Copies of Form 255:3 can be obtained from the Office of Price Administration, or Form 255:3 can be reproduced by the seller provided no change is made in style or content of the form.

(c) In the event that this Maximum Price Regulation No. 155 is amended to include maximum prices for described "recurring special" grades or items of South Central hardwood lumber, additions to such maximum prices may be charged, and deductions must be made, in accordance with the provisions of paragraphs (d) and (e) of § 1382.64, Appendix D.

§ 1382.66 *Appendix F: Maximum prices for South Central hardwood lumber in "non-recurring special" grades or items*—(a) *Application of Appendix F.* (1) This Appendix shall apply to South Central hardwood lumber in the species set forth in paragraph (a) (4) (i) of § 1382.58 which is sold on special specifications (herein referred to as "non-recurring special" grades or items), requested by the purchaser:

(i) Which are not covered by § 1382.61 Appendix A and

(ii) To which reference was at no time made in the published price lists or unsolicited trade quotations of the producing mill during the years 1941 and 1942.

(2) For purposes of this Appendix the term "South Central hardwood lumber" shall include all items of lumber in the species set forth in paragraph (a) (4) (i) of § 1382.58, except the following items:

(i) Glued stock.
(ii) Moulding.
(iii) Shiplap.
(iv) Risers, step treads, thresholds, handrails.
(v) Bevel and drop siding.
(vi) Flooring.
(vii) Switch, cross, and mine ties.
(viii) Mine material.
(ix) Small dimension stock.
(x) Lath.

(b) (1) The maximum price for South Central hardwood lumber in "non-recurring special" grades or items shall be computed by adjusting the maximum prices established in Appendices D and E, §§ 1382.64 and 1382.65, in accordance with differentials which would have been employed by the seller during the period of October 1 to 15, 1941: *Provided*, That the seller must, within thirty days of entering into a contract for the sale of stock subject to the provisions of this Appendix, file a report with the Office of Price Administration on Form 255:4 setting forth full details of the transaction including the name and address of the purchaser, the point of origin and the point of delivery of the stock, the species and grades of lumber ordered, the special specifications, and the price charged for the stock. Where the Office of Price Administration within thirty days of receipt of the report rules that the seller has made an excessive charge for furnishing stock in "non-recurring special" grades or items, the seller must readjust the sale price in accordance with the ruling of the Office of Price Administration. If the Office of Price Administration does not rule on the price within such time, the price submitted shall be considered approved.

(2) In the event that the Office of Price Administration approves the price charged by the seller, or in the event that the Office of Price Administration rules as to the maximum price which the seller may charge, the price so established shall become the maximum price which the particular seller thereafter may charge for lumber sold on the special specifications to which the price is applicable. In subsequent sales of such special stock the seller need not file a report with the Office of Price Administration unless the price quoted by the seller is in excess of the maximum price previously determined.

(3) Nothing in this Appendix shall be construed as requiring the seller to obtain the approval of the Office of Price Administration before the seller can proceed to fulfill a contract for lumber subject to this Appendix.

(4) Copies of Form 255:4 can be obtained from the Office of Price Administration, or Form 255:4 can be reproduced by the seller providing no change is made in style or content of the form.

(c) Additions to the maximum prices established in this Appendix F may be charged, and deductions must be made, in accordance with the provisions of paragraphs (d) and (e) of § 1382.64, Appendix D.

Issued this 28th day of May 1942.

LEON HENDERSON,
Administrator.

Form 255:1

OFFICE OF PRICE ADMINISTRATION

LUMBER SECTION—HARDWOOD UNIT

Report of Sales of Special Grades and Items of North Central Hardwood Lumber

Company _____
Address _____
Mill Location _____

Sales of "Recurring Special" Grades and Items

(As defined in Appendix B of Maximum Price Regulation No. 155)

This report must contain information with respect to ALL sales by the mill during the period September 1 to October 15, 1941 of any "recurring special" grade or item which the mill desires to sell after May 31, 1942. If no sales of this grade or item were made during that period, the report must contain information with respect to all sales by the mill of the particular grade or item during any calendar month in the year 1941, prior to that period.

A. *Identification of "recurring special" grade or item.*

_____ _____
(Species) (Thickness)

_____
(Grade or item designation)

Complete description of grade or item: _____

B. *Price Information.*

Order		Shipment		F. o. b. mill price (in rough, air dried condition)
Date	Number	Origin	Destination	

Subscribed and sworn to before me, a notary public in and for _____, this ____ day of _____, 194__.

[Notarial Seal]

My commission expires:

_____
Notary Public

Form 255:2

OFFICE OF PRICE ADMINISTRATION

LUMBER SECTION—HARDWOOD UNIT

Report of Sales of Special Grades and Items of North Central Hardwood Lumber

Company _____
Address _____
Mill Location _____

Sales of "Non-Recurring" Special Grades and Items

(As defined in Appendix C of Maximum Price Regulation No. 155)

This report must be filed with the Office of Price Administration, Washington, D. C., within 30 days of the date on which the seller enters into a contract for the sale of a "non-recurring" special grade or item.

Date of order _____
Order No. _____
Purchaser _____
Origin of shipment _____

Destination of shipment_____
F. O. B. Mill price_____
(in rough air-dried condition)

_____ _____
(Species) (Thickness)

(Grade or Item Designation)
Complete description of Grade or Item____

Subscribed and sworn to before me, a notary public in and for _____
this _____ day of _____, 194__.
[NOTARIAL SEAL]
My commission expires.

_____
Notary Public

Form 255:3

OFFICE OF PRICE ADMINISTRATION

LUMBER SECTION—HARDWOOD UNIT

Report of Sales of Special Grades and Items of South Central Hardwood Lumber

Company_____
Address _____
Mill Location_____

Sales of "Recurring Special" Grades and Items

(As defined in Appendix E of Maximum Price Regulation No. 155)

(This report must contain information with respect to ALL sales by the mill during the period September 1 to October 15, 1941 of any "recurring special" grade or item which the mill desires to sell after May 31, 1942. If no sales of this grade or item were made during that period, the report must contain information with respect to all sales by the mill of the particular grade or item during any calendar month in the year 1941, prior to that period.)

A. *Identification of "recurring special" grade or item.*

_____ _____
(Species) (Thickness)

(Grade or Item Designation)
Complete description of grade or item: ____

B. *Price Information.*

Order		Shipment		F. o. b. mill price (in rough, air dried condition)
Date	Number	Origin	Destination	

Subscribed and sworn to before me, a notary public in and for_____,
this _____ day of _____ 194__.
[NOTARIAL SEAL]
My commission expires:

_____
Notary Public

Form 255:4

OFFICE OF PRICE ADMINISTRATION

LUMBER SECTION—HARDWOOD UNIT

Report of Sales of Special Grades and Items of South Central Hardwood Lumber

Company _____
Address _____
Mill Location _____

Sales of "Non-Recurring" Special Grades and Items

(As defined in Appendix F of Maximum Price Regulation No. 155)

This report must be filed with the Office of Price Administration, Washington, D. C., within 30 days of the date on which the seller enters into a contract for the sale of a "non-recurring" special grade or item.

Date of order _____
Order No. _____
Purchaser _____
Origin of shipment _____
Destination of shipment _____
F. o. b. mill price _____
(in rough air-dried condition)

_____ _____
(Species) (Thickness)

(Grade or Item Designation)
Complete description of Grade or Item_____

Subscribed and sworn to before me, a notary public in and for_____,
this _____ day of _____ 194__.
[NOTARIAL SEAL]
My commission expires.

_____
Notary Public

[F. R. Doc. 42-4997; Filed, May 28, 1942; 5:21 p. m.]

PART 1410—WOOL

[Amendment No. 3 to Revised Price Schedule No. 58,[1] as Amended]

WOOL AND WOOL TOPS AND YARNS

A statement of the considerations involved in the issuance of this amendment has been issued simultaneously herewith and has been filed with the Division of the Federal Register.

A new § 1410.51a is added as set forth below:

§ 1410.51a *Maximum prices for sales and deliveries of certain wool fabrics to the United States Government and agencies thereof*—(a) *Sales and deliveries of 10½ oz. shirting flannel to the United States Army.* (1) On and after July 1, 1942, regardless of any contract, agreement, lease or other obligation, no person shall sell or deliver, or offer to sell or deliver to the United States Army 10½ oz. shirting flannel of the specifications set forth in United States Army Requisition No. 8-54C at a price higher than the applicable maximum price set forth in subparagraph (2) below.

[1] 7 F.R. 2397, 2543, 2580.

(2) The maximum prices for sales and deliveries to the United States Army of 10½ oz. shirting flannel of the specifications set forth in United States Army Requisition No. 8-54C shall be $2.10 per yard for such sales and deliveries by integrated sellers and $2.14 per yard for such sales and deliveries by nonintegrated sellers.

(i) For the purposes of this section the term:

(*a*) "Integrated seller" means a person who manufactures the yarns used in the 10½ oz. shirting flannel;

(*b*) "Non-integrated seller" means a person who purchases the yarns used in the 10½ oz. shirting flannel from a person other than a person owned or controlled by such seller.

(3) The provisions of this section supersede the provisions of the General Maximum Price Regulation with respect to sales and deliveries for which maximum prices are established by this section.

§ 1410.60 *Effective dates of amendments.*

* * * * *

(e) Amendment No. 3 (§ 1410.51a) to Revised Price Schedule No. 58, as amended, shall become effective July 1, 1942.

(Pub. Law 421, 77th Cong.)

Issued this 28th day of May 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-4995; Filed, May 28, 1942; 5:19 p. m.]

PART 1499—COMMODITIES AND SERVICES

[Supplementary Regulation No. 8 to General Maximum Price Regulation[1]]

ESTABLISHING MAXIMUM PRICES FOR SALES AT RETAIL AND WHOLESALE OF CERTAIN WASHING MACHINE MODELS

A statement of the considerations involved in the issuance of this Supplementary Regulation has been filed with the Division of the Federal Register. For the reasons set forth in that statement, under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, and pursuant to Section 1499.4 of the General Maximum Price Regulation, Supplementary Regulation No. 8 is hereby issued.

§ 1499.36 *Maximum prices for certain washing machine models.* (a) On and after May 30, 1942, regardless of any contract or other obligation, no person shall sell or deliver the washing machine models set out in paragraphs (b) and (c) of this section at prices higher than the maximum prices established in said paragraphs for such particular models.

(b) The maximum prices at which sales or deliveries at wholesale or sales

[1] 7 F.R. 3153, 3158, 3330.

or deliveries at retail may be made of the Barlow and Seelig Manufacturing Company's altered Speed Queen Washers listed below shall be the maximum prices established for sales at wholesale and sales at retail under the General Maximum Price Regulation for Speed Queen Washer Model Nos. 410, 510, and 615, respectively, less the amounts set opposite the Model numbers given below respectively:

No. 410 as altered by substitution of wringer 823	$0.48
No. 510 as altered by substitution of wringer 7005	.23
No. 615 as altered by substitution of wringer 7003	1.02

(c) (1) The maximum prices at which sales or deliveries at retail may be made of the following Meadows Corporation's washing machine models shall be the prices set opposite said models below:

T–79–987	$49.95
T–79	54.95

(2) The maximum price at which a sale or delivery at wholesale may be made of Meadows Corporation's washing machines T–79–987 or T–79 shall be a price which will yield the seller the same percentage of the total dollar margin between the manufacturer's price to such seller and the dealer's resale price to consumers, as he received during March, 1942, on the most comparable model.

(d) The provisions of § 1499.1 to 1499.3, inclusive, of the General Maximum Price Regulation shall not apply to sales of the washing machine models mentioned in paragraphs (b) and (c) of this Supplementary Regulation No. 8, but all other terms and provisions of the General Maximum Price Regulation shall remain applicable to such sales.

(e) This Supplementary Regulation No. 8 shall become effective May 30, 1942.

(Public Law 421, 77th Cong.)

Issued this 28th day of May 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42–4996; Filed, May 28, 1942; 5: 20 p. m.]

TITLE 34—NAVY

Chapter I—Department of the Navy

SHOWING OF LIGHTS AND SIGNALS

ORDER WAIVING COMPLIANCE WITH NAVIGATION LAWS

MAY 25, 1942.

Pursuant to the authority vested in me by Title V of the "Second War Powers Act, 1942" and Executive Order No. 9083 of February 28, 1942 (7 F.R. 1609), and deeming such action is necessary in the conduct of the War, I hereby waive compliance with the navigation laws governing the showing of lights and signals by naval and other public vessels when deemed necessary by the commanding officer or superior authority during the present War.

FRANK KNOX,
Secretary of the Navy.

[F. R. Doc. 42–5007; Filed, May 29, 1942; 11:14 a. m.]

TITLE 47—TELECOMMUNICATION

Chapter I—Federal Communications Commission

PART 13—RULES GOVERNING COMMERCIAL RADIO OPERATORS

[Order No. 91–B]

LICENSE REQUIREMENTS AMENDED

At a meeting of the Federal Communications Commission held at its offices in Washington, D. C. on the 26th day of May 1942;

The Commission having under consideration its Orders No. 91 and 91–A and the request of the Defense Communications Board that the Commission consider further relaxation of its rules and regulations governing the requirements for operators of broadcast stations, and,

It appearing, that the demand of the military services for radiotelegraph and radiotelephone operators has increased as a result of the war and that such demand has decreased the number of operators qualified for operation of broadcast stations resulting in a shortage of such operators:

It is ordered, That until further order of the Commission, notwithstanding the provisions of § 13.61 of the Commission's Rules and Regulations Governing Commercial Radio Operators, a broadcast station of any class, which by reason of actual inability to secure the services of an operator or operators of a higher class could not otherwise be operated, may be operated by holders of any class commercial operator license;

Provided, however, That all classes of commercial operator licenses shall be valid for the operation of broadcast stations upon the condition that one or more first-class raditelephone operators are employed who shall be responsible at all times for the technical operation of the station and shall make all adjustments of the transmitter equipment other than minor adjustments which normally are needed in the daily operation of a station;

Provided, further, That a broadcast station may be operated by a holder of a restricted radiotelephone operator permit only in the event such permit has been endorsed by the Commission to show the operator's proficiency in radiotelephone theory as ascertained through examination.

Provided, further, That a Class IV station on a local channel frequency may be operated by a holder of a restricted radiotelephone operator permit which has been endorsed by the Commission to show the operator's proficiency in the operation of the particular station concerned, as ascertained by certification of the first class radiotelephone operator in charge of the station, on condition that in a technical emergency such operator shall not attempt to make any adjustment, but shall immediately shut down the station, and on further condition that the restricted radiotelephone permittee shall show proficiency in radiotelephone theory as ascertained by examination not later than 6 months after the date of the above endorsement.

Provided, further, That nothing contained herein shall be construed to relieve a station licensee of responsibility for the operation of the station in exact accordance with the Rules and Regulations of the Commission; and,

Provided, further, That § 13.61 of the Commission's Rules and Regulations Governing Commercial Radio Operators shall remain in full force and effect except as modified by this Order.

By the Commission.

[SEAL] T. J. SLOWIE,
Secretary.

[F. R. Doc. 42–4978; Filed, May 28, 1942; 12:15 p. m.]

TITLE 49—TRANSPORTATION AND RAILROADS

Chapter I—Interstate Commerce Commission

PART 10—STEAM ROADS: UNIFORM SYSTEM OF ACCOUNTS

ORDER MODIFYING UNIFORM SYSTEM OF ACCOUNTS

NOTE: An order of the Interstate Commerce Commission prescribing amendments to the Uniform System of Accounts for Steam Roads, dated May 21, 1942, effective January 1, 1943, was filed with the Division of the Federal Register, May 29, 1942 at 10:21 a. m., F.R. Doc. No. 42–5002. Requests for copies may be addressed to the Interstate Commerce Commission.

Chapter II—Office of Defense Transportation

[Amendment No. 1 to General Order O.D.T. No. 3]

PART 501—CONSERVATION OF MOTOR EQUIPMENT

SUBPART B—COMMON CARRIERS OF PROPERTY

By virtue of the authority vested in me by Executive Order No. 8989, dated December 18, 1941, General Order O.D.T. No. 3,[1] Title 49, Chapter II, Part 501, Subpart B, §§ 501.4, 501.8, and Appendix No. 1, are hereby amended as follows:

§ 501.4 *Definitions.* * * *

(d) The term "capacity" means the rated load-carrying ability of the tires on the motor truck (as shown in Appendix No. 1 attached hereto), except where

[1] 7 F.R. 3004.

the load is of light density, the total space available for a load shall be the measure of capacity: *Provided, however,* That the maximum loads resulting from such loading shall not exceed the safe capacity of bridges and other structures en route, as determined by State or local authorities, except as State or local laws, or State or local authorities at their discretion, otherwise permit.

* * * * *

(f) The term "over-the-road" service means all operations except (1) those wholly within any municipality or urban community, or (2) those wholly within a zone extending twenty-five (25) air miles from the boundaries of any municipality or urban community, or (3) those between contiguous municipalities or urban communities, or (4) hauls of more than twenty-five (25) miles in length, or (5) the transportation and delivery of property directly to the ultimate consumer thereof, in a motor truck not used in carrying any other property, which leaves from and returns to the point of origin on the same calendar day.

* * * * *

§ 501.8 *Exemptions.* * * *

(d) Any motor truck used exclusively in the maintenance of any public utility.

(e) Any motor truck operated exclusively in behalf of the armed forces of the Federal or a State government.

(f) Any motor truck when engaged exclusively in the transportation of repair or service men and their supplies or equipment, when operated by such repair or service men within the scope of their occupation or employment.

* * * * *

This amendment shall become effective June 1, 1942. Issued at Washington, D. C., this 28th day of May 1942.

JOSEPH B. EASTMAN,
Director of Defense Transportation.

APPENDIX NO. 1

The capacity of any motor truck shall be determined by multiplying the number of tires, of the size and description, mounted on the running wheels of such motor truck, by the number of pounds of rated load-carrying ability of such tires as designated in this Appendix.

Formula:

Tires X carrying ability of tires.

Example:

A vehicle with 10 tires of 9.00 x 20 size. 10 x 3,450 lbs. = 34,500 lbs. rated load-carrying ability of tires or "capacity."

Description of tire		*Rated load carrying ability in lbs. per tire*
Size	*No. of plies*	

(The description of tires and the applicable rated load-carrying ability in pounds per tire are to remain as they appear in Appendix No. 1 to General Order O.D.T. No. 3, as originally issued.)

[F. R. Doc. 42-5032; Filed, May 29, 1942; 12:22 p. m.]

[Amendment No. 1 to General Order O.D.T. No. 4]

PART 501—CONSERVATION OF MOTOR EQUIPMENT

SUBPART C—CONTRACT CARRIERS OF PROPERTY

By virtue of the authority vested in me by Executive Order No. 8989, dated December 18, 1941, General Order O.D.T. No. 4,[1] Title 49, Chapter II, Part 501, Subpart C, §§ 501.16, 501.20, and Appendix No. 1 are hereby amended as follows:

§ 501.16 *Definitions.* * * *

(d) The term "capacity" means the rated load-carrying ability of the tires on the motor truck (as shown in Appendix No. 1 attached hereto), except where the commodity is of light density the total space available for a load shall be the measure of capacity: *Provided, however,* That the maximum gross loads resulting from such loading shall not exceed the safe capacity of bridges and other structures en route, as determined by State or local authorities, except as State or local laws, or State or local authorities at their discretion, otherwise permit.

* * * * *

(f) The term "over-the-road" service means all operations except (1) those wholly within any municipality or urban community, or (2) those wholly within a zone extending twenty-five (25) air miles from the boundaries of any municipality or urban community, or (3) those between contiguous municipalities or urban communities, or (4) hauls of more than twenty-five (25) miles in length, or (5) the transportation and delivery of property directly to the ultimate consumer thereof, in a motor truck not used in carrying any other property, which leaves from and returns to the point of origin on the same calendar day.

* * * * *

§ 501.20 *Exemptions.* * * *

(g) Any motor truck when engaged exclusively in the transportation of repair or service men and their supplies or equipment, when operated by such repair or service men within the scope of their occupation or employment.

* * * * *

This amendment shall become effective June 1, 1942. Issued at Washington, D. C. this 28th day of May 1942.

JOSEPH B. EASTMAN,
Director of Defense Transportation.

APPENDIX NO. 1

The capacity of any motor truck shall be determined by multiplying the number of tires, of the size and description, mounted on the running wheels of such motor truck, by the number of pounds of rated load-carrying ability of such tires as designated in this Appendix.

Formula:

Tires X carrying ability of tires.

Example:

A vehicle with 10 tires of 9.00 x 20 size. 10 x 3,450 lbs. = 34,500 lbs. rated load carrying ability of tires or "capacity".

Description of tire		*Rated load carrying ability in lbs. per tire*
Size	*No. of plies*	

(The description of tires and the applicable rated load-carrying ability in pounds per tire are to remain as they appear in Appendix No. 1 to General Order O.D.T. No. 4, as originally issued.)

[F. R. Doc. 42-5031; Filed, May 29, 1942; 12:23 p. m.]

[1] 7 F.R. 3005

[Amendment No. 1 to General Order O.D.T. No. 5]

PART 501—CONSERVATION OF MOTOR EQUIPMENT

SUBPART D—PRIVATE CARRIERS OF PROPERTY

By virtue of the authority vested in me by Executive Order No. 8989, dated December 18, 1941, General Order O.D.T. No. 3,[1] Title 49, Chapter II, Part 501, Subpart D, Sections 501.24, 501.26, 501.28 and Appendix No. 1 are hereby amended, and a new Section 501.29a is added, as follows:

§ 501.24 *Definitions.* * * *

(d) The term "capacity" means the rated load-carrying ability of the tires on the motor truck (as shown in Appendix 1 attached hereto), except where the commodity is of light density the total space available for the load shall be the measure of capacity: *Provided, however,* That the maximum gross loads resulting from such loading shall not exceed the safe capacity of bridges and other structures en route, as determined by State or local authorities, except as State or local laws, or State or local authorities at their discretion, otherwise permit.

* * * * *

(f) The term "over-the-road" service means all operations except (1) those wholly within any municipality or urban community, or (2) those wholly within a zone extending twenty-five (25) air miles from the boundaries of any municipality or urban community, or (3) those between contiguous municipalities or urban communities, or (4) hauls of more than twenty-five (25) miles in length, or (5) the transportation and delivery of property directly to the ultimate consumer thereof, in a motor truck not used in carrying any other property, which leaves from and returns to the point of origin on the same calendar day.

* * * * *

§ 501.26 *Loading and operating requirements.* * * *

(c) Accept or receive any property for transportation or transport any property, over any circuitous route or routes, ex-

[1] 7 F.R. 3007.

cept where no carrier capable of performing the service over a direct route is available: *Provided, however,* That nothing contained in this subsection shall prevent a private carrier from operating over a circuitous route when the direct route may be unsafe or unusable, or may be more destructive to tires or motor trucks.

* * * * *

§ 501.28 *Exemptions.* * * *

(g) Any motor truck when engaged exclusively in the transportation of repair or service men and their supplies or equipment when operated by such repair or service men within the scope of their occupation or employment.

* * * * *

§ 501.29a *Submission of plans.* Whenever joint action between two or more private carriers is contemplated in order to accomplish any of the purposes of this order, such carriers may formulate and submit to this Office for consideration a plan or plans designed to accomplish such purposes. No action shall be taken in furtherance of such plan or plans except in compliance with a specific order or orders issued by this office.

* * * * *

This amendment shall become effective June 1, 1942. Issued at Washington, D. C. this 29th day of May 1942.

JOSEPH B. EASTMAN,
Director of Defense Transportation.

APPENDIX No. 1

The capacity of any motor truck shall be determined by multiplying the number of tires, of the size and description, mounted on the running wheels of such motor truck, by the number of pounds of rated load-carrying ability of such tires as designated in this Appendix.

Formula:

Tires X carrying ability of tires

Example:

A vehicle with 10 tires of 9.00 x 20 size. 10 x 3,450 lbs. = 34,500 lbs. rated load-carrying ability of tires or "capacity."

Description of tire		*Rated load carrying ability in lbs. per tire*
Size	*No. of Plies*	

(The description of tires and the applicable rated load carrying ability in pounds per tire are to remain as they appear in Appendix No. 1 to General Order O.D.T. No. 5, as originally issued.)

[F. R. Doc. 42-5035; Filed, May 29, 1942; 12:26 p. m.]

[General Permit O.D.T. No. 3-1]

PART 521—CONSERVATION OF MOTOR EQUIPMENT—PERMITS

SUBPART B—COMMON CARRIERS OF PROPERTY

In accordance with the provisions of General Order O.D.T. No. 3,[1] Title 49, Chapter II, Part 501, Subpart B, § 501.9, *It is hereby ordered,* That:

§ 521.500 *Special operating authority for common carriers.* Common carriers, as defined in General Order O.D.T. No. 3, Title 49, Chapter II, Part 501, Subpart B, § 501.4, paragraph (c), are hereby relieved from compliance with the return trip provisions of paragraph (b), § 501.6, General Order O.D.T. No. 3, Subpart B, Part 501, Chapter II, Title 49, for a period of thirty (30) days commencing June 1, 1942 and ending June 30, 1942. (E.O. 8989, 6 F.R. 6725, Gen. Order O.D.T. No. 3, 7 F.R. 3004)

Issued at Washington, D. C. this 28th day of May 1942.

JOSEPH B. EASTMAN,
Director of Defense Transportation.

[F. R. Doc. 42-5034; Filed, May 29, 1942; 12:24 p. m.]

[General Permit O. D. T. No. 4-1]

PART 521—CONSERVATION OF MOTOR EQUIPMENT—PERMITS

SUBPART C—CONTRACT CARRIERS OF PROPERTY

In accordance with the provisions of General Order O.D.T. No. 4,[1] Title 49, Chapter II, Part 501, Subpart C, § 501.21 *It is hereby ordered,* That:

§ 521.1000 *Special operating authority for contract carriers.* Contract carriers as defined in General Order O.D.T No. 4, Title 49, Chapter II, Part 501, Subpart C, § 501.16, paragraph (c), are hereby relieved from compliance with the return trip provisions of paragraph (b), § 501.18, General Order O.D.T. No. 4, Subpart C, Part 501, Chapter II, Title 49, for a period of thirty (30) days commencing June 1, 1942 and ending June 30, 1942. (E.O. 8989, 6 F.R. 6725, Gen. Order O.D.T. No. 4, 7 F.R. 3005)

Issued at Washington, D. C. this 28th day of May 1942.

JOSEPH B. EASTMAN,
Director of Defense Transportation.

[F.R. Doc. 42-5033; Filed, May 29, 1942; 12:24 p. m.]

[General Permit O.D.T. No. 5-1]

PART 521—CONSERVATION OF MOTOR EQUIPMENT—PERMITS

SUBPART D—PRIVATE CARRIERS OF PROPERTY

In accordance with the provisions of General Order O.D.T. No. 5,[2] Title 49, Chapter II, Part 501, Subpart D, § 501.29, *It is hereby ordered,* That:

§ 521.1500 *Special operating authority for private carriers.* Private carriers, as defined in General Order O.D.T. No. 5, Title 49, Chapter II, Part 501, Subpart D, § 501.24, paragraph (c), are hereby relieved from compliance with the return trip provisions of paragraph (b) § 501.26, General Order O.D.T. No. 5, Subpart D, Part 501, Chapter II, Title 49, for a period of thirty (30) days commencing June 1, 1942 and ending June 30, 1942. (E.O. 8989, 6 F.R. 6725, Gen. Order O.D.T. No. 5, 7 F.R. 3007)

Issued at Washington, D C. this 28th day of May 1942.

JOSEPH B. EASTMAN,
Director of Defense Transportation.

[F. R. Doc. 42-5036; Filed, May 29, 1942; 12:25 p. m.]

[1] 7 F.R. 3004.

[1] 7 F.R. 3005.
[2] 7 F.R. 3007.

Notices

WAR DEPARTMENT.

[Civilian Exclusion Order No. 88]

HEADQUARTERS WESTERN DEFENSE COMMAND AND FOURTH ARMY, PRESIDIO OF SAN FRANCISCO, CALIFORNIA

PERSONS OF JAPANESE ANCESTRY EXCLUDED FROM RESTRICTED AREA—ALL OF THE COUNTIES OF PACIFIC, WAHKIAKUM, COWLITZ, CLARK, SKAMANIA AND LEWIS, STATE OF WASHINGTON

MAY 23, 1942.

1. Pursuant to the provisions of Public Proclamations Nos. 1[1] and 2,[2] this Headquarters, dated March 2, 1942, and March 16, 1942, respectively, it is hereby ordered that from and after 12 o'clock noon, P. W. T., of Wednesday, June 3, 1942, all persons of Japanese ancestry, both alien and non-alien, be excluded from that portion of Military Area No. 1 described as follows:

All of the Counties of Pacific, Wahkiakum, Cowlitz, Clark, Skamania and Lewis, State of Washington.

2. A responsible member of each family, and each individual living alone, in the above described area will report between the hours of 8:00 A. M. and 5:00 P. M., Wednesday, May 27, 1942, to one of the Civil Control Stations located at: The Court House, 12th and Franklin Streets, Vancouver, Washington; 804 Market Street, Chehalis, Washington; United States Employment Service, 406 First Street, Raymond, Washington; Mess Hall, Japanese Settlement, Long Bell Lumber Company, Longview, Washington.

3. Any person subject to this order who fails to comply with any of its provisions or with the provisions of published instructions pertaining hereto or who is found in the above area after 12 o'clock noon, P. W. T., of Wednesday, June 3, 1942, will be liable to the criminal penalties provided by Public Law No. 503, 77th Congress, approved March 21, 1942, entitled "An Act to Provide a Penalty for Violation of Restrictions or Orders with Respect to Persons Entering, Remaining in, Leaving or Committing any Act in Military Areas or Zones," and alien Japanese will be subject to immediate apprehension and internment.

4. All persons within the bounds of an established Assembly Center pursuant to instructions from this Headquarters are excepted from the provisions of this order while those persons are in such Assembly Center.

[SEAL] J. L. DEWITT,
Lieutenant General, U. S. Army, Commanding.

Confirmed:

J. A. ULIO,
Major General,
The Adjutant General.

[F. R. Doc. 42-5021; Filed, May 29, 1942; 11:55 a. m.]

[1] 7 F.R. 2320.
[2] 7 F.R. 2405.

[Civilian Exclusion Order No. 89]

HEADQUARTERS WESTERN DEFENSE COMMAND AND FOURTH ARMY, PRESIDIO OF SAN FRANCISCO, CALIFORNIA

PERSONS OF JAPANESE ANCESTRY EXCLUDED FROM RESTRICTED AREA—ALL OF THE COUNTIES OF MASON, GRAYS HARBOR, THURSTON, CLALLAM AND JEFFERSON, STATE OF WASHINGTON

MAY 23, 1942.

1. Pursuant to the provisions of Public Proclamations Nos. 1 [1] and 2,[2] this Headquarters, dated March 2, 1942, and March 16, 1942, respectively, it is hereby ordered that from and after 12 o'clock noon, P. W. T., of Wednesday, June 3, 1942, all persons of Japanese ancestry, both alien and non-alien, be excluded from that portion of Military Area No. 1 described as follows:

All of the Counties of Mason, Grays Harbor, Thurston, Clallam and Jefferson, State of Washington.

2. A responsible member of each family, and each individual living alone, in the above described area will report between the hours of 8:00 A. M. and 5:00 P. M., Wednesday, May 27, 1942, to either one of the Civil Control Stations located at: United States Employment Service, 522 Capitol Way, Olympia, Washington; Masonic Temple, Harrison and Jefferson Streets, Port Townsend, Washington.

3. Any person subject to this order who fails to comply with any of its provisions or with the provisions of published instructions pertaining hereto or who is found in the above area after 12 o'clock noon, P. W. T., of Wednesday, June 3, 1942, will be liable to the criminal penalties provided by Public Law No. 503, 77th Congress, approved March 21, 1942, entitled "An Act to Provide a Penalty for Violation of Restrictions or Orders with Respect to Persons Entering, Remaining in, Leaving or Committing any Act in Military Areas or Zones," and alien Japanese will be subject to immediate apprehension and internment.

4. All persons within the bounds of an established Assembly Center pursuant to instructions from this Headquarters are expected from the provisions of this order while those persons are in such Assembly Center.

[SEAL] J. L. DEWITT,
Lieutenant General, U. S. Army,
Commanding.

Confirmed:
J. A. ULIO,
Major General,
The Adjutant General.

[F. R. Doc. 42-5022; Filed, May 29, 1942; 11:55 a. m.]

[1] 7 F.R. 2320.
[2] 7 F.R. 2405.

[Civilian Exclusion Order No. 90]

HEADQUARTERS WESTERN DEFENSE COMMAND AND FOURTH ARMY, PRESIDIO OF SAN FRANCISCO, CALIFORNIA

PERSONS OF JAPANESE ANCESTRY EXCLUDED FROM RESTRICTED AREA—WHATCOM, SKAGIT, SNOHOMISH, ISLAND AND SAN JUAN COUNTIES, AND PORTION OF KING COUNTY, WASHINGTON

MAY 23, 1942.

1. Pursuant to the provisions of Public Proclamations Nos. 1 [1] and 2,[2] this Headquarters, dated March 2, 1942, and March 16, 1942, respectively, it is hereby ordered that from and after 12 o'clock noon, P. W. T., of Wednesday, June 3, 1942, all persons of Japanese ancestry, both alien and non-alien, be excluded from that portion of Military Area No. 1 described as follows:

All of the Counties of Whatcom, Skagit, Snohomish, Island and San Juan; and all that portion of the County of King, State of Washington, bounded on the west by the west boundary line of the Snoqualmie National Forest, and bounded on the south by the Middle Fork of the Snoqualmie River; together with all that portion of the County of King, State of Washington, not heretofore covered by Exclusion Orders of this Headquarters.

2. A responsible member of each family, and each individual living alone, in the above described area will report between the hours of 8:00 A. M. and 5:00 P. M., Wednesday, May 27, 1942, to either one of the Civil Control Stations located at: 1801 Hewitt Avenue, Everett, Washington; Fire Hall, Burlington, Washington.

3. Any person subject to this order who fails to comply with any of its provisions or with the provisions of published instructions pertaining hereto or who is found in the above area after 12 o'clock noon, P. W. T., of Wednesday, June 3, 1942, will be liable to the criminal penalties provided by Public Law No. 503, 77th Congress, approved March 21, 1942, entitled "An Act to Provide a Penalty for Violation of Restrictions or Orders with Respect to Persons Entering, Remaining in, Leaving or Committing any Act in Military Areas or Zones," and alien Japanese will be subject to immediate apprehension and internment.

4. All persons within the bounds of an established Assembly Center pursuant to instructions from this Headquarters are excepted from the provisions of this order while those persons are in such Assembly Center.

[SEAL] J. L. DEWITT,
Lieutenant General, U. S. Army,
Commanding

Confirmed:
J. A. ULIO,
Major General,
The Adjutant General.

[F. R. Doc. 42-5023; Filed, May 29, 1942; 11:55 a. m.]

[Civilian Exclusion Order No. 91]

HEADQUARTERS WESTERN DEFENSE COMMAND AND FOURTH ARMY, PRESIDIO OF SAN FRANCISCO, CALIFORNIA

PERSONS OF JAPANESE ANCESTRY EXCLUDED FROM RESTRICTED AREA—COUNTIES OF LINCOLN, POLK, MARION, BENTON, LINN, JEFFERSON AND DESCHUTES, OREGON

MAY 23, 1942.

1. Pursuant to the provisions of Public Proclamations Nos. 1 [1] and 2,[2] this Headquarters, dated March 2, 1942, and March 16, 1942, respectively, it is hereby ordered that from and after 12 o'clock noon, P. W. T., of Wednesday, June 3, 1942, all persons of Japanese ancestry, both alien and non-alien, be excluded from that portion of Military Area No. 1 described as follows:

All the Counties of Lincoln, Polk, Marion, Benton and Linn, and all that portion of the Counties of Jefferson and Deschutes, State of Oregon, lying west of U. S. Highway No. 97.

2. A responsible member of each family, and each individual living alone, in the above described area will report between the hours of 8:00 A. M. and 5:00 P. M., Wednesday, May 27, 1942, to either one of the Civil Control Stations located at: American Legion Hall, North Cottage and Chemeketa Streets, Salem, Oregon; 357 Jefferson Street, Corvalis, Oregon.

3. Any person subject to this order who fails to comply with any of its provisions or with the provisions of published instructions pertaining hereto or who is found in the above area after 12 o'clock noon, P. W. T., of Wednesday, June 3, 1942, will be liable to the criminal penalties provided by Public Law No. 503, 77th Congress, approved March 21, 1942, entitled "An Act to Provide a Penalty for Violation of Restrictions or Orders with Respect to Persons Entering, Remaining in, Leaving or Committing any Act in Military Areas or Zones," and alien Japanese will be subject to immediate apprehension and internment.

4. All persons within the bounds of an established Assembly Center pursuant to instructions from this Headquarters are excepted from the provisions of this order while those persons are in such Assembly Center.

[SEAL] J. L. DEWITT,
Lieutenant General, U. S. Army,
Commanding.

Confirmed:
J. A. ULIO,
Major General,
The Adjutant General.

[F. R. Doc. 42-5024; Filed, May 29, 1942; 11:55 a. m.]

[Civilian Exclusion Order No. 92]

HEADQUARTERS WESTERN DEFENSE COMMAND AND FOURTH ARMY, PRESIDIO OF SAN FRANCISCO, CALIFORNIA

PERSONS OF JAPANESE ANCESTRY EXCLUDED FROM RESTRICTED AREA—COUNTIES OF SACRAMENTO AND AMADOR, STATE OF CALIFORNIA

MAY 23, 1942.

1. Pursuant to the provisions of Public Proclamations Nos. 1 [1] and 2,[2] this Headquarters, dated March 2, 1942, and March 16, 1942, respectively, it is hereby ordered that from and after 12 o'clock noon, P. W. T., of Saturday, May 30, 1942, all persons of Japanese ancestry, both alien and non-alien, be excluded from that portion of Military Area No. 1 described as follows:

All that portion of the Counties of Sacramento and Amador, State of California, within the boundary beginning at a point at which California State Highway No. 16 intersects California State Highway No. 49, approximately two miles south of Plymouth; thence southerly along said Highway No. 49 to the Amador-Calaveras County Line; thence westerly along the Amador-Calaveras County Line to the Amador-San Joaquin County Line; thence northerly along the Amador-San Joaquin County Line to the Sacramento-San Joaquin County Line; thence westerly along the Sacramento-San Joaquin County Line to the easterly line of the right of way of the main line of the Southern Pacific Railroad from Lodi to Sacramento; thence northerly along said easterly line to its crossing with California State Highway No. 16; thence easterly along said Highway No. 16 to point of beginning.

2. A responsible member of each family, and each individual living alone, in the above described area will report between the hours of 8:00 A. M. and 5:00 P. M., Sunday, May 24, 1942, or during the same hours on Monday, May 25, 1942, to the Civil Control Station located at: Masonic Hall, Elk Grove, California.

3. Any person subject to this order who fails to comply with any of its provisions or with the provisions of published instructions pertaining hereto or who is found in the above area after 12 o'clock noon, P. W. T., of Saturday, May 30, 1942, will be liable to the criminal penalties provided by Public Law No. 503, 77th Congress, approved March 21, 1942, entitled "An Act to Provide a Penalty for Violation of Restrictions or Orders with Respect to Persons Entering, Remaining in, Leaving or Committing any Act in Military Areas or Zones," and alien Japanese will be subject to immediate apprehension and internment.

4. All persons within the bounds of an established Assembly Center pursuant to instructions from this Headquarters are excepted from the provisions of this order while those persons are in such Assembly Center.

[SEAL] J. L. DEWITT,
Lieutenant General, U. S. Army,
Commanding.

Confirmed:
J. A. ULIO
Major General,
The Adjutant General.

[F. R. Doc. 42-5025; Filed, May 29, 1942; 11:57 a. m.]

[1] 7 F.R. 2320.
[2] 7 F.R. 2405.

[Civilian Exclusion Order No. 93]

HEADQUARTERS WESTERN DEFENSE COMMAND AND FOURTH ARMY, PRESIDIO OF SAN FRANCISCO, CALIFORNIA

PERSONS OF JAPANESE ANCESTRY EXCLUDED FROM RESTRICTED AREA—SACRAMENTO COUNTY, CALIFORNIA

MAY 23, 1942.

1. Pursuant to the provisions of Public Proclamations Nos. 1 [1] and 2,[2] this Headquarters, dated March 2, 1942, and March 16, 1942, respectively, it is hereby ordered that from and after 12 o'clock noon, P. W. T., of Saturday, May 30, 1942, all persons of Japanese ancestry, both alien and non-alien, be excluded from that portion of Military Area No. 1 described as follows:

All that portion of the County of Sacramento, State of California, within a boundary beginning at a point at which the easterly line of the right of way of the main line of the Southern Pacific Railroad from Lodi to Sacramento crosses California State Highway No. 16, at or near Perkins; thence southerly along the eastern edge of said railroad right of way to an improved east-west road at or near Elk Grove; thence westerly along said road to its intersection with Lower Stockton Road about two miles north of Franklin; thence southerly along Lower Stockton Road to its intersection with the Franklin-Hood Road at or near Franklin; thence westerly along the Franklin-Hood Road and Franklin-Hood Road projected to the Sacramento-Yolo County Line; thence northerly along the Sacramento-Yolo County Line to the southerly limits of the City of Sacramento; thence easterly and northerly along the southerly and easterly limits of said City of Sacramento to California State Highway No. 16; thence easterly along said State Highway No. 16 to point of beginning.

2. A responsible member of each family, and each individual living alone, in the above described area will report between the hours of 8:00 A. M. and 5:00 P. M., Sunday, May 24, 1942, or during the same hours on Monday, May 25, 1942, to the Civil Control Station located at: Red Men's Hall, Florin, California.

3. Any person subject to this order who fails to comply with any of its provisions or with the provisions of published instructions pertaining hereto or who is found in the above area after 12 o'clock noon, P. W. T., of Saturday, May 30, 1942, will be liable to the criminal penalties provided by Public Law No. 503, 77th Congress, approved March 21, 1942, entitled "An Act to Provide a Penalty for Violation of Restrictions or Orders with Respect to Persons Entering, Remaining in, Leaving or Committing any Act in Military Areas or Zones," and alien Japanese will be subject to immediate apprehension and internment.

4. All persons within the bounds of an established Assembly Center pursuant to instructions from this Headquarters are excepted from the provisions of this order while those persons are in such Assembly Center.

[SEAL] J. L. DEWITT,
Lieutenant General, U. S. Army,
Commanding.

Confirmed:
J. A. ULIO,
Major General,
The Adjutant General.

[F. R. Doc. 42-5026; Filed, May 29, 1942; 11:57 a. m.]

[Civilian Exclusion Order No. 94]

HEADQUARTERS WESTERN DEFENSE COMMAND AND FOURTH ARMY, PRESIDIO OF SAN FRANCISCO, CALIFORNIA

PERSONS OF JAPANESE ANCESTRY EXCLUDED FROM RESTRICTED AREA—SACRAMENTO COUNTY, CALIFORNIA

MAY 23, 1942.

1. Pursuant to the provisions of Public Proclamations Nos. 1 [1] and 2,[2] this Headquarters, dated March 2, 1942, and March 16, 1942, respectively, it is hereby ordered that from and after 12 o'clock noon, P. W. T., of Saturday, May 30, 1942, all persons of Japanese ancestry, both alien and non-alien, be excluded from that portion of Military Area No. 1 described as follows:

All that portion of the County of Sacramento, State of California, within the boundary beginning at a point at which the easterly line of the right of way of the main line of the Southern Pacific Railroad running from Lodi to Sacramento crosses an improved east-west road at or near Elk Grove; thence southerly along said Southern Pacific Railroad to the Sacramento-San Joaquin County Line; thence westerly along the Sacramento-San Joaquin County Line to California State Highway No. 12; thence northwesterly along said Highway No. 12 to its crossing of the Sacramento River, at or near Walnut Grove; thence northwesterly along the Sacramento River to Yolo-Sacramento County Line thence northerly along the Yolo-Sacramento County Line to the Franklin-Hood Road projected; thence easterly along the Franklin-Hood Road projected and Franklin-Hood Road to Lower Stockton Road; thence northerly along Lower Stockton Road approximately 2 miles to its intersection with an improved road running west from Elk Grove; thence east along said improved road to point of beginning.

2. A responsible member of each family, and each individual living alone, in the above described area will report between the hours of 8:00 A. M. and 5:00 P. M., Sunday, May 24, 1942, or during the same hours on Monday, May 25, 1942, to the Civil Control Station located at: Walnut Grove Hotel, Walnut Grove, California.

3. Any person subject to this order who fails to comply with any of its provisions or with the provisions of published instructions pertaining hereto or who is found in the above area after 12 o'clock noon, P. W. T., of Saturday, May 30, 1942, will be liable to the criminal penalties provided by Public Law No. 503, 77th Congress, approved March 21, 1942, entitled "An Act to Provide a Penalty for Violation of Restrictions or Orders with Respect to Persons Entering, Remaining in, Leaving or Committing any Act in Military Areas or Zones," and alien Japanese will be subject to immediate apprehension and internment.

4. All persons within the bounds of an established Assembly Center pursuant to instructions from this Headquarters are excepted from the provisions of this order while those persons are in such Assembly Center.

[SEAL] J. L. DEWITT,
Lieutenant General, U. S. Army,
Commanding.

Confirmed:
J. A. ULIO,
Major General,
The Adjutant General.

[F. R. Doc. 42-5027; Filed, May 29, 1942; 11:58 a. m.]

[Civilian Exclusion Order No. 95]

HEADQUARTERS WESTERN DEFENSE COMMAND AND FOURTH ARMY, PRESIDIO OF SAN FRANCISCO, CALIFORNIA

PERSONS OF JAPANESE ANCESTRY EXCLUDED FROM RESTRICTED AREA—SACRAMENTO, EL DORADO, AND AMADOR COUNTIES, CALIFORNIA

MAY 23, 1942.

1. Pursuant to the provisions of Public Proclamations Nos. 1[1] and 2,[2] this Headquarters, dated March 2, 1942, and March 16, 1942, respectively, it is hereby ordered that from and after 12 o'clock noon, P. W. T., of Saturday, May 30, 1942, all persons of Japanese ancestry, both alien and non-alien, be excluded from that portion of Military Area No. 1 described as follows:

All that portion of the Counties of Sacramento, El Dorado, and Amador, State of California, within the boundary commencing at a point where the Placer-El Dorado County Line crosses California State Highway No. 49; thence southerly along said State Highway No. 49 to its intersection with California State Highway No. 16, approximately 2 miles south of Plymouth; thence northwesterly along said Highway No. 16 to the easterly limits of the City of Sacramento; thence northerly and westerly along said limits of said City of Sacramento to the Sacramento-Yolo County Line; thence following the Sacramento County Line northerly and easterly to the Placer-El Dorado County Line; thence northeasterly along the Placer-El Dorado County Line to the point of beginning; together with all parts of Sacramento, Placer, El Dorado, Amador, and Calaveras Counties lying westerly of California State Highway No. 49 not heretofore covered by Civilian Exclusion Orders of this Headquarters.

2. A responsible member of each family, and each individual living alone, in the above-described area will report between the hours of 8:00 A. M. and 5:00 P. M., Sunday, May 24, 1942, or during the same hours on Monday, May 25, 1942, to the Civil Control Station located at: Washington School, Perkins, California.

3. Any person subject to this order who fails to comply with any of its provisions or with the provisions of published instructions pertaining hereto or who is found in the above area after 12 o'clock noon, P. W. T., of Saturday, May 30, 1942, will be liable to the criminal penalties provided by Public Law No. 503, 77th Congress, approved March 21, 1942, entitled "An Act to Provide a Penalty for Violation of Restrictions or Orders with Respect to Persons Entering, Remaining in, Leaving or Committing any Act in Military Areas or Zones," and alien Japanese will be subject to immediate apprehension and internment.

4. All persons within the bounds of an established Assembly Center pursuant to instructions from this Headquarters are excepted from the provisions of this order while those persons are in such Assembly Center.

[SEAL] J. L. DEWITT,
Lieutenant General, U. S. Army,
Commanding.

Confirmed:
J. A. ULIO,
Major General,
The Adjutant General.

[F. R. Doc. 42-5028; Filed, May 29, 1942; 11:58 a. m.]

[Civilian Exclusion Order No. 96]

HEADQUARTERS WESTERN DEFENSE COMMAND AND FOURTH ARMY, PRESIDIO OF SAN FRANCISCO, CALIFORNIA

PERSONS OF JAPANESE ANCESTRY EXCLUDED FROM RESTRICTED AREA—SANTA CLARA COUNTY, CALIFORNIA

MAY 23, 1942.

1. Pursuant to the provisions of Public Proclamations Nos. 1[1] and 2,[2] this Headquarters, dated March 2, 1942, and March 16, 1942, respectively, it is hereby ordered that from and after 12 o'clock noon, P. W. T., of Saturday, May 30, 1942, all persons of Japanese ancestry, both alien and non-alien, be excluded from that portion of Military Area No. 1 described as follows:

All of that portion of the County of Santa Clara, State of California, lying generally north and northwest of the following boundary: Beginning at the point on the Santa Cruz-Santa Clara County line, due west of a line drawn through the peak of Loma Prieta; thence due east along said line through said peak to its intersection with Llagas Creek; thence downstream along said creek toward Madrone to the point where it is crossed by Llagas Avenue; thence northeasterly on Llagas Avenue to U. S. Highway No. 101; thence northerly on said Highway No. 101 to Cochran Road; thence northeasterly on Cochran Road to its junction with Steeley Road; thence easterly on Steeley Road to Madrone Springs; thence along a line projected due east from Madrone Springs to its intersection with the Santa Clara-Stanislaus County line; together with all portions of Santa Clara County not previously covered by Exclusion Orders of this Headquarters.

2. A responsible member of each family, and each individual living alone, in the above described area will report between the hours of 8:00 A. M. and 5:00 P. M., Sunday, May 24, 1942, or during the same hours on Monday, May 25, 1942, to the Civil Control Station located at: Men's Gymnasium, San Jose State College, 4th and San Carlos Streets, San Jose, California.

3. Any person subject to this order who fails to comply with any of its provisions or with the provisions of published instructions pertaining hereto or who is found in the above area after 12 o'clock noon, P. W. T., of Saturday, May 30, 1942, will be liable to the criminal penalties provided by Public Law No. 503, 77th Congress, approved March 21, 1942, entitled "An Act to Provide a Penalty for Violation of Restrictions or Orders with Respect to Persons Entering, Remaining in, Leaving or Committing any Act in Military Areas or Zones," and alien Japanese will be subject to immediate apprehension and internment.

4. All persons within the bounds of an established Assembly Center pursuant to instructions from this Headquarters are excepted from the provisions of this order while those persons are in such Assembly Center.

[SEAL] J. L. DEWITT,
Lieutenant General, U. S. Army,
Commanding.

Confirmed:
J. A. ULIO,
Major General,
The Adjutant General.

[F. R. Doc. 42-5030; Filed, May 29, 1942; 11:58 a. m.]

[Civilian Exclusion Order No. 97]

HEADQUARTERS WESTERN DEFENSE COMMAND AND FOURTH ARMY, PRESIDIO OF SAN FRANCISCO, CALIFORNIA

PERSONS OF JAPANESE ANCESTRY EXCLUDED FROM RESTRICTED AREA—SAN JOAQUIN COUNTY, CALIFORNIA

MAY 23, 1942.

1. Pursuant to the provisions of Public Proclamations Nos. 1[1] and 2,[2] this Headquarters, dated March 2, 1942, and March 16, 1942, respectively, it is hereby ordered that from and after 12 o'clock noon, P. W. T., of Saturday, May 30, 1942, all persons of Japanese ancestry, both alien and non-alien, be excluded from that portion of Military Area No. 1 described as follows:

All that portion of the County of San Joaquin, State of California, within the boundary beginning at the intersection of the Calaveras River with the east boundary line of San Joaquin County; thence southerly and westerly, following the easterly and

[1] 7 F.R. 2320.
[2] 7 F.R. 2405.

southerly limits of San Joaquin County to the San Joaquin River; thence northerly along the San Joaquin River to U. S. Highway No. 50; thence northerly along U. S. Highway No. 50 to the southerly limits of the City of Stockton; thence easterly and northerly along said limits of the City of Stockton to Mariposa Road; thence southeasterly along Mariposa Road to Jacktone Road; thence northerly along Jacktone Road to the Calaveras River; thence easterly along the Calaveras River to the point of beginning; together with all parts of San Joaquin County not heretofore covered by Civilian Exclusion Orders of this Headquarters.

2. A responsible member of each family, and each individual living alone, in the above described area will report between the hours of 8:00 A. M., and 5:00 P. M., Sunday, May 24, 1942, or during the same hours on Monday, May 25, 1942, to the Civil Control Station located at: Manteca Union High School Auditorium, Yosemite Avenue, Manteca, California.

3. Any person subject to this order who fails to comply with any of its provisions or with the provisions of published instructions pertaining hereto or who is found in the above area after 12 o'clock noon, P. W. T., of Saturday, May 30, 1942, will be liable to the criminal penalties provided by Public Law No. 503, 77th Congress, approved March 21, 1942, entitled "An Act to Provide a Penalty for Violation of Restrictions or Orders with Respect to Persons Entering, Remaining in, Leaving or Committing any Act in Military Areas or Zones," and alien Japanese will be subject to immediate apprehension and internment.

4. All persons within the bounds of an established Assembly Center pursuant to instructions from this Headquarters are excepted from the provisions of this order while those persons are in such Assembly Center.

[SEAL] J. L. DEWITT,
Lieutenant General, U. S. Army,
Commanding.

Confirmed:
J. A. ULIO,
Major General,
The Adjutant General.

[F. R. Doc. 42-5029; Filed, May 29, 1942; 11:58 a. m.]

FEDERAL COMMUNICATIONS COMMISSION.

[Docket No. 6318]

BREMER BROADCASTING CORPORATION (WAAT)

NOTICE OF HEARING

In re application dated March 20, 1942, for modification of license; class of service, broadcast; class of station, broadcast; location, Jersey City, New Jersey (request move to Newark, New Jersey); operating assignment specified: Frequency, 970 kc.; power, 1 kw (DA—night); hours of operation, unlimited.

You are hereby notified that the Commission has examined the above described application and has designated the matter for hearing for the following reasons:

1. To determine whether Station WAAT, operating as proposed, would provide a minimum field intensity of 25 to 50 mv/m to the business district and 5 mv/m to the residential districts of Newark, New Jersey, as contemplated by the Standards of Good Engineering Practice.

2. To determine whether the granting of this application would be consistent with § 3.30 (b), Federal Communications Commission Rules.

3. To determine whether public interest, convenience, and necessity would be served by the granting of this application.

The application involved herein will not be granted by the Commission unless the issues listed above are determined in favor of the applicant on the basis of a record duly and properly made by means of a formal hearing.

The applicant is hereby given the opportunity to obtain a hearing on such issues by filing a written appearance in accordance with the provisions of § 1.382 (b) of the Commission's Rules of Practice and Procedure. Persons other than the applicant who desire to be heard must file a petition to intervene in accordance with the provisions of § 1.102 of the Commission's Rules of Practice and Procedure.

The applicant's address is as follows:

Bremer Broadcasting Corporation, Radio Station WAAT, 50 Journal Square, Jersey City, New Jersey.

Dated at Washington, D. C., May 26, 942.

By the Commission.

[SEAL] T. J. SLOWITE,
Secretary.

F. R. Doc. 42-4977; Filed, May 28, 1942; 12:15 p. m.]

[Commission Order No. 98]

RATES FOR GOVERNMENT COMMUNICATIONS BY TELEGRAPH

At a session of the Federal Communications Commission, held in its office in Washington, D. C., on the 26th day of May 1942;

The Commission having under consideration the matter of rates of pay for Government communications by telegraph;

It is ordered: 1. That, unless subsequently changed by order of the Commission, during the period July 1, 1942, to June 30, 1943, both inclusive, telegraph communications between the several departments of the Government and their officers and agents, in their transmission over the lines or circuits of any telegraph company subject to the Post Roads Act, approved July 24, 1866, 14 Stat. 221, as amended, U.S.C. title 47, shall be sent at charges not exceeding sixty (60) per centum of the charges applicable to commercial communications of the same class, of the same length, and between the same points in the United States which shall be deemed herein to include Alaska, except that the charges for serial messages and timed wire service shall not exceed eighty (80) per centum of the charges applicable to like commercial serial messages and timed wire service between the same points in the United States: *Provided, however,* That the minimum charge for day messages (telegrams) shall be 25 cents, for day letters, 45 cents, for night messages 20 cents, for night letters 30 cents, for serial messages 54 cents, and for timed wire service 45 cents, unless any of these amounts shall be greater than the minimum for a corresponding commercial message in which event the provision set forth in paragraph 5 below shall apply: *And provided further,* That a day letter shall be charged for as a day letter or a day message, according to which of these classifications shall produce the lower charge for the particular message; and that an overnight message shall be charged for as a night message or as a night letter, according to which of these two classifications shall produce the lower charge for the particular message: *And provided further,* That when the first section of a serial message is not followed by another on the same day, it shall be charged for as a day message; that when more than one section is filed on the same day, the sections shall be charged for at the serial rates or each section shall be charged for as a day message, according to which of these classifications shall produce the lower total charge; and that timed wire messages shall be charged for as timed wire service or as day messages, according to which of these classifications shall produce the lower charge: *And provided further,* That the provisions of this paragraph shall apply only to Government messages filed as day messages, day letters, night messages, night letters, serial messages or timed wire communications.

2. That during the period stated telegraph communications between the several departments of the Government and their officers and agents, between points in the United States and points in possessions of the United States, between points in different possessions, and between points in the United States, including such possessions and points in foreign countries and ships at sea transmitted by any carrier or carriers subject to the Post Roads Act, or subject to the terms of a permit signed, or license granted, by the President of the United States giving the Postmaster General authority to fix rates of pay for Government communications by telegraph shall, between all points embraced within the scope of such Act, permit, or license, be sent at charges not exceeding fifty (50) per centum of the full ordinary charges applicable to commercial communications of the same length and between the same points, except that charges for Government code messages shall not exceed sixty (60) per centum of the ordinary Government charges as herein prescribed: *Provided, however,* That in cases where Government messages are transmitted between any of such points in part over the facilities of any carrier or carriers subject to the Post Roads Act, or subject to the terms of any permit signed, or license granted, by the President giving authority to the Postmaster

General to fix rates, (such carrier or carriers being hereinafter called domestic carrier or carriers), and in part over the facilities of a carrier, carriers, administration, or administration not subject thereto, (hereinafter called foreign carriers or administrations), the charges for Government communications shall not exceed the following to wit: for Government communications between points in the United States and Mexico or Canada, the charges shall not exceed the amounts derived by applying the percentages stated in the first ordering paragraph herein, to the prevailing commercial charges between the points of origin or destination in the United States and the border, plus the prevailing charges applicable to United States Government messages between points of origin or destination in Mexico and Canada and the border; and for Government communications between all other points, the charges shall not exceed the percentages specified in the second ordering paragraph herein, applied to the full portion of the charges accruing to the domestic carrier or carriers, plus the charges actually made for United States Government communications by such foreign carriers or administrations: *And provided, further,* (a) That the charges for government ordinary messages during the period stated, between the following named points, shall be:

	Per word
Between Fisherman's Point, Guantanamo Bay, Cuba and Canal Zone	$0.09
Between Limon, San Jose, and Puntarenas, C. R., and Canal Zone	.075
Between Manila and China:	
Shanghai	.10
Hongkong	.0575
Kwangsi, Kwangtung Provinces	.11
Macao	.11
Manchuria (Other than Japanese Offices)	.15
All other places	.15
Between Manila and Japan:	
Formosa	.23
All other places, including Caroline Islands, Chosen-Corea, Jaluit (Marshall Islands), Japanese Saghalien, Kwangtung Peninsula (China), Palaos Islands, Pescadores Islands, Saipan (Marianne Islands) and Japanese Office in Manchuria	.235

And provided, That the charges for Government code messages between the foregoing points shall be 60 percent of the charges above specified for Government ordinary messages; and (b) that with respect to Government messages to and from ships at sea the percentages specified shall not apply to the coastal station and ship station charges; and (c) that with respect to Government night messages to and from points in Canada and Mexico transmitted by carriers having both night message and night letter classifications in effect to and from such points but having only night letter classifications in effect between points in the United States, such Government night messages shall be regarded as night letters for the purpose of determining the prevailing commercial charges for such messages to and from points in the United States and the border.

3. That the provisions of the first and second ordering paragraphs shall be construed to include messages transmitted over facilities of Naval Communications Service in connection with facilities of a domestic carrier or carriers or with facilities of a domestic carrier or carriers and foreign carriers or administrations, the Naval Communications Service making no charge for its own service.

4. That if any new service shall be established during the period stated, a supplementary order will be issued fixing the Government charge for such service.

5. That in no case shall the charge for a Government message exceed the charge for a corresponding commercial message; and that in cases where the charge for a Government message, as determined herein, shall include a fraction of a cent, such fraction, if less than one-half, shall be disregarded, if one-half or more, it shall be counted as one cent; except that the charge for Government code messages shall be rounded up to the next higher half cent, if the fraction be less than one-half, and to a full cent, if the fraction be more than one-half.

6. That every Government message shall have priority over all other messages of the same classification and every Government day message, serial message, timed wire communication, ordinary message and code message shall also have priority over all other messages regardless of the classification; and every Government message shall, unless otherwise provided herein, be subject to the classifications, practices and regulations applicable to the corresponding commercial communications.

7. That every domestic carrier which is subject to the Communications Act of 1934, shall, not later than 30 days after service of this order, file with this Commission all schedules of charges applicable to Government communications established pursuant to this order, said schedules to be filed in full compliance with the requirements of Section 203 of the Communications Act of 1934, and with the rules contained in Part 61, Rules and Regulations (Title 47—Telecommunications) to be constructed in such manner and form that the full charges for all Government messages from origins to destinations can be exactly and readily ascertained therefrom, and to name effective dates as of July 1, next ensuing: *Provided, however,* That if schedules applicable to Government messages are already on file and in effect and are in accord with the provisions of this order, new and revised schedules need not be filed.

8. That every domestic carrier required under the terms of any permit signed, or license granted, by the President of the United States to transmit messages for the Government of the United States or any of its posessions, free of charge, shall file schedules in accordance with paragraph 7 above, and with the terms of such permit or license.

9. That in every case where during the period stated any schedule containing charges applicable to commercial messages shall be changed, or the charges made by the foreign carriers or administrations shall be changed, the schedule containing the charges applicable to Government messages shall be correspondingly changed, effective on the same date: *Provided, however,* That this provision shall not apply where, under the terms of the permit or license, a domestic carrier is required to transmit Government messages free of charge, nor with respect to charges to and from the Philippine Islands and the Canal Zone the specific amounts of which are fixed and stated in the second ordering paragraph above.

10. That nothing herein contained shall apply to charges fixed by agreement between any department of the United States Government and the companies performing the service if such agreement be authorized in any statute of the United States.

11. That nothing herein contained shall be construed to give Government messages priority over radio communications or signals which are given priority under Section 321 (b) of the Communications Act of 1934, as amended; or under Article 26 of the General Radio Regulations (Cairo Revision, 1938) Annexed to the International Telecommunications Convention (Madrid, 1932).

12. That the words "telegraph communications between the several departments of the Government and their officers and agents", as used in this Order, include Telegraph messages sent by cost-plus-a-fixed-fee contractors with any Government Department or Agency which are certified by an authorized officer or employee of such Department or Agency as messages on official business for which payment will be made from United States funds.

This Order shall become effective on the first day of July 1942.

By the Commission,

[SEAL] T. J. SLOWIE,
Secretary.

[F. R. Doc. 42-4979; Filed, May 28, 1942; 12:16 p. m.]

FEDERAL TRADE COMMISSION.

[Docket No. 4695]

REX PRODUCTS CORPORATION

ORDER APPOINTING TRIAL EXAMINER AND FIXING TIME AND PLACE FOR TAKING TESTIMONY

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 28th day of May, A. D. 1942.

This matter being at issue and ready for the taking of testimony, and pursuant to authority vested in the Federal Trade Commission, under an Act of Congress (38 Stat. 717; 15 U.S.C.A., section 41),

It is ordered, That Webster Ballinger, a trial examiner of this Commission, be and he hereby is designated and appointed to take testimony and receive evidence in this proceeding and to perform all other duties authorized by law;

It is further ordered, That the taking of testimony in this proceeding begin on

Friday, June 19, 1942, at ten o'clock in the forenoon of that day (Eastern Standard Time) in Room 500, 45 Broadway, New York, New York.

Upon completion of testimony for the Federal Trade Commission, the trial examiner is directed to proceed immediately to take testimony and evidence on behalf of the respondent. The trial examiner will then close the case and make his report upon the evidence.

By the Commission.

[SEAL] OTIS B. JOHNSON, *Secretary.*

[F. R. Doc. 42-5010; Filed May 29, 1942; 11:11 a. m.]

INTERSTATE COMMERCE COMMISSION.

BUREAU OF WATER CARRIERS REDESIGNATED AS BUREAU OF WATER CARRIERS AND FREIGHT FORWARDERS

MAY 28, 1942.

The Commission has changed the name of its Bureau of Water Carriers to Bureau of Water Carriers and Freight Forwarders. This Bureau, in addition to its present duties, will have administrative charge of the work connected with receiving and filing applications for permits to engage in service as a freight forwarder under Part IV of the Interstate Commerce Act and with issuing such permits after action by the Commission or a division thereof on such applications. Other matters connected with the administration of Part IV in due course will be assigned to other existing bureaus of the Commission.

A revision of the Commission's organization schedule and assignment of work and functions is in preparation for the purpose of distributing its new duties under Part IV among the present divisions of the Commission.

By the Commission.

[SEAL] W. P. BARTEL, *Secretary.*

[F. R. Doc. 42-5001; Filed, May 29, 1942; 10:21 a. m.]

OFFICE OF PRICE ADMINISTRATOR.

[Order 6 under Maximum Price Regulation 120 [1]]

BITUMINOUS COAL DELIVERED FROM MINE OR PREPARATION PLANT

ORDER GRANTING EXCEPTIONS TO MINE "B" COAL COMPANY AND PANTHER CREEK MINES, INC.

On May 12, 1942, the Central Illinois Coal Operators Committee, in District No. 10, filed a document which was styled a "protest" to Maximum Price Regulation No. 120,[1] and which was assigned Docket No. 1120-8-P. The document styled a "protest" did not comply with the statutory requirements for a protest, and has accordingly been dismissed. However, upon due consideration of the allegations contained in such document, this Order No. 6 is being issued. An opinion in support of this Order No. 6 has been issued simultaneously herewith and has been filed with the Division of the Federal Register. For the reasons set forth in the opinion, under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, it is hereby ordered:

(a) The Mine "B" Coal Company and Panther Creek Mines, Inc., may sell and deliver, and agree, offer, solicit, and attempt to sell and deliver, the kinds and grades of bituminous coal delivered from their mines by rail as set forth in paragraph (b) below at prices not in excess of those stated therein.

(b) Modified mine run coal (Size Group 7) produced at Mine "A" (Mine Index No. 28) and Mine "B" (Mine Index No. 97) of The Mine "B" Coal Company, and at Mine # 4 (Mine Index No. 130) and Mine #5 (Mine Index No. 131) of Panther Creek Mines, Inc., may be sold to the Baltimore & Ohio Chicago Terminal Railroad, for use as locomotive fuel, at not more than $2.25 per ton.

(c) This Order No. 6 may be revoked or amended by the Price Administrator at any time.

(d) Unless the context otherwise requires, the definitions set forth in § 1340.208 of Maximum Price Regulation No. 120 shall apply to terms used herein.

(e) This Order No. 6 shall become effective May 28, 1942.

Issued this 28th day of May 1942.

LEON HENDERSON, *Administrator.*

[F. R. Doc. 42-4992; Filed, May 28, 1942; 5:16 p. m.]

SOUTHERN HARDWOOD LUMBER

[Order No. 2 Under Revised Price Schedule No. 97 [1]]

REVOKING ORDER NO. 1 [2] GRANTING AN EXCEPTION TO THE WOOD MOSAIC COMPANY, INC.

For reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, it is hereby ordered:

(a) That the Louisville, Kentucky, and Russell Springs, Kentucky, mills of the Wood Mosaic Company, Inc., are classified in the North Central hardwood area in accordance with paragraph (a) (3) (ii) of § 1382.58 of Maximum Price Regulation No. 155 (Central Hardwood Lumber).

(b) Order No. 1 (§ 1312.350) is hereby revoked.

(c) This Order No. 2 shall become effective June 1, 1942. (Pub. Law 421, 77th Cong.)

Issued this 28th day of May 1942.

LEON HENDERSON, *Administrator.*

[F. R. Doc. 42-5020; Filed, May 29, 1942; 11:44 a. m.]

[1] 7 F.R. 3168, 3447.

[1] 7 F.R. 1388, 1675, 1836, 2132, 2509, 3124.
[2] 7 F.R. 1675.

BITUMINOUS COAL DELIVERED FROM MINE OR PREPARATION PLANT

[Docket No. 1120-6-P]

ORDER GRANTING EXCEPTION TO THE MASTELLER COAL COMPANY

Order No. 7 under Maximum Price Regulation No. 120.[1]

On May 12, 1942, the Masteller Coal Company, Box 230, Keyser, West Virginia, filed a document styled as a protest against § 1340.212 (b) [2] of Maximum Price Regulation No. 120. However, the facts justify treatment of the document as a petition for adjustment or exception under § 1340.207 (a) of Maximum Price Regulation No. 120, and it is therefore being treated as such, in accordance with §1300.33 of Procedural Regulation No. 1 [3]. This Order No. 7 relates only to the part of the petition concerning the Hampshire No. 9 Mine (Mine Index 196), further information having been deemed necessary and having been requested of the petitioner in connection with the New Creek Mine (Mine Index No. 343).

An opinion in support of this Order No. 7 has been issued simultaneously herewith and has been filed with the Division of the Federal Register. For the reasons set forth in the opinion, under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, and in accordance with Procedural Regulation No. 1, issued by the Office of Price Administration, it is hereby ordered:

(a) The Masteller Coal Company may sell and deliver, and agree, offer, solicit, and attempt to sell and deliver, for all shipments except truck or wagon, the kinds and grades of bituminous coal delivered from its Hampshire No. 9 Mine (Mine Index No. 196) set forth in paragraph (b) below, at prices not in excess of those stated therein. Any person may buy and receive, and agree, offer, solicit, and attempt to buy and receive such kinds and grades of bituminous coal delivered from the Hampshire No. 9 Mine at such prices from The Masteller Coal Company.

(b) Coal produced at the Hampshire No. 9 Mine (Mine Index No. 196) of the Masteller Coal Company may be sold at prices no higher than the following, for all shipments except truck or wagon:

Size groups	1	3	4
	$3.00	$2.95	$2.85

(c) This Order No. 7 may be revoked or amended by the Price Administrator at any time.

(d) Unless the context otherwise requires, the definitions set forth in § 1340.208 of Maximum Price Regulation No. 120 shall apply to terms used herein.

(e) This Order No. 7 shall become effective May 29th, 1942. (Pub. Law 421, 77th Cong.)

Issued this 29th day of May 1942.

LEON HENDERSON, *Administrator.*

[F. R. Doc. 42-5019; Filed, May 29, 1942; 11:44 a. m.]

[1] 7 F.R. 3168, 3447, 3901.
[2] 7 F.R. 3170.
[3] 7 F.R. 971.